
PRELIMINARY DRAFT
No. 3848

PREPARED BY
LEGISLATIVE SERVICES AGENCY
2005 GENERAL ASSEMBLY

DIGEST

Citations Affected: IC 20-27; IC 20-28; IC 20-29.

Synopsis: Title 20 recodification. Articles 27, 28, and 29.

Effective: July 1, 2005.



A BILL FOR AN ACT to amend the Indiana Code concerning education.

Be it enacted by the General Assembly of the State of Indiana:

SECTION 1. IC 20-27 IS ADDED TO THE INDIANA CODE AS A NEW ARTICLE TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2005]:

ARTICLE 27. SCHOOL TRANSPORTATION

Chapter 1. Applicability

Sec. 1. Except as otherwise provided, this article applies to the following:

(1) School corporations.

(2) Nonpublic schools.

Chapter 2. Definitions

Sec. 1. The definitions in this chapter apply throughout this article.

Sec. 2. "Committee" refers to the state school bus committee established by IC 20-27-3-1.

[20-9.1-1-9] ~~Sec. 3. Sec. 9: As used in this article, the term "Common carrier contract" means a contract for the transportation of school children students between a school corporation and a regular route common carrier of passengers that operates under the jurisdiction of the department of state revenue.~~

[20-9.1-1-7] ~~Sec. 4. Sec. 7: Definition, "Employment Contract": As used in this article, the term "Employment contract" means a contract: which~~

~~(a) (1) is made by between:~~

~~(A) a school corporation which that owns all necessary school bus equipment; and~~

~~(B) a school bus driver; and~~

~~(b) (2) that provides that the school bus driver be is employed in the same manner as other non-instructional noninstructional personnel are employed by the school corporation.~~

[20-9.1-1-8.2] ~~Sec. 5. Sec. 8.2: Definition, "Fleet contract." As used in this article, the term "Fleet contract" means a contract between a~~



school corporation and a fleet contractor in which the contractor promises to provide two (2) or more school buses and school bus drivers for **pupil student** transportation.

[20-9.1-1-8.1] Sec. 6. ~~Sec. 8.1. Definition, "Fleet Contractor."~~ **As used in this article, the term "Fleet contractor" means any a person who contracts with a school corporation to provide two (2) or more school buses and school bus drivers for pupil student transportation.**

[20-9.1-1-8.5] Sec. 7. ~~Sec. 8.5. Definition, "Parents Supplemental Transportation Contract."~~ **As used in this article the term "Parents supplemental transportation contract" means a contract between parents of school children students enrolled in the a public schools school and a school bus driver in which the school bus driver promises to provide in addition to driving services, a school bus and driving services.**

[20-9.1-1-5] Sec. 8. ~~Sec. 5. Definition, "School Bus."~~ **As used in this article, the term "School bus" means any a motor vehicle, other than a special purpose bus, that is:**

- (1) designed and constructed for the accommodation of more than ten (10) passengers; **which is and**
- (2) used for the transportation of Indiana ~~school children~~ **students.**

The term includes ~~either~~ the chassis or the body, or both. ~~the chassis and the body.~~

[20-9.1-1-6] Sec. 9. ~~Sec. 6. Definition, "School Bus Driver."~~ **As used in this article, the term "School bus driver" means any person an individual charged with the responsibility of operating a school bus.**

[20-9.1-1-4.5] Sec. 10. ~~Sec. 4.5. As used in this article, the term "Special purpose bus" means any a motor vehicle:~~

- (1) **that is** designed and constructed
 - (1) for the accommodation of more than ten (10) passengers;
 - (2) that:
 - (A) meets the federal school bus safety requirements under 49 U.S.C. 30125 except the:
 - (i) stop signal arm required under federal motor vehicle safety standard (FMVSS) no. 131; and
 - (ii) flashing lamps required under federal motor vehicle safety standard (FMVSS) no. 108;
 - (B) when owned by a school corporation and used to transport ~~children, students,~~ complies with the Federal Motor Carrier Safety Regulations as prescribed by the United States Department of Transportation Federal Motor Carrier Safety Administration as set forth in 49 CFR Chapter III Subchapter B; or
 - (C) when owned by a school corporation and used to transport ~~children, students,~~ is a motor coach type bus with a capacity of **at least** thirty (30) ~~or more~~ passengers and a gross vehicle



weight rating greater than twenty-six thousand (26,000) pounds; and

(3) that is used by a school corporation for transportation purposes appropriate under ~~IC 20-9.1-5-2.6~~: **IC 20-27-9-5**.

[20-9.1-1-4] ~~Sec. 11. Sec. 4: Definition, "School Children": As used in this article, the term "school children"~~ **"Student"** means any children ~~a child~~ enrolled in a public or private schools ~~nonpublic school~~ at any ~~level~~ **grade** between kindergarten and grade ~~twelve~~ **12**.

[20-9.1-1-8] ~~Sec. 12. Sec. 8: Definition, "Transportation Contract": As used in this article, the term "Transportation contract" means a contract between a school corporation and a school bus driver in which the school bus driver promises to provide, in addition to driving services, a school bus, or school bus chassis, or school bus body.~~

[20-9.1-1-1] ~~Sec. 1: Definition, "School Corporation": As used in this article, the term "school corporation" means any public school corporation established by and under the laws of the state of Indiana. The term includes, but is not necessarily limited to, any school city, school town, school township, consolidated school corporation, metropolitan school district, township school corporation, county school corporation, united school corporation, or any community school corporation.~~

[20-9.1-1-2] ~~Sec. 2: As used in this article, the term "governing body" means any township trustee and the township board of a school township, any board of school commissioners, any metropolitan board of education, any board of trustees, or any other board or commission charged by law with the responsibility of administering the affairs of a school corporation.~~

[20-9.1-1-3] ~~Sec. 3: Definition, "Private School": As used in this article, the term "private school" means any school which is not supported and maintained by funds realized from the imposition of a tax on property, income or sales.~~

[20-9.1-1-10] ~~Sec. 10: Definition, "Indiana Physician": As used in this article, the term "Indiana physician" means any individual who holds an unlimited license to practice medicine in Indiana.~~

[20-9.1-1-11] ~~Sec. 11: References: A reference to any chapter or section of the Indiana Code refers to that chapter or section, any amendments of it, and any statute or statutes which repeal, supplement, implement or superseded that chapter or section.~~

[20-9.1-1-12] ~~Sec. 12: Gender, Number: (a) Whenever a masculine gender pronoun is used in this article, it shall refer to the masculine, feminine or neuter, whichever is appropriate.~~

(b) The singular form of any noun used in this article shall include the plural, and the plural shall include the singular where appropriate.

Chapter 3. State School Bus Committee

[20-9.1-4-1] ~~Sec. 1. (a) The state school bus committee is hereby created. The committee shall be composed of~~ **has** the following voting



1 members:

- 2 (1) The state superintendent ~~of public instruction~~, or the state
- 3 superintendent's authorized representative, who ~~shall serve~~ **serves**
- 4 as ~~chairman~~ **chairperson** of the committee.
- 5 (2) The commissioner of the bureau of motor vehicles, or the
- 6 commissioner's authorized representative.
- 7 (3) The administrator of the motor carrier services division of the
- 8 department of state revenue.
- 9 (4) The director of the governor's council on impaired and
- 10 dangerous driving.
- 11 (5) A school bus driver appointed by the state superintendent ~~of~~
- 12 ~~public instruction~~ upon the recommendation of the Indiana State
- 13 Association of School Bus Drivers, Inc.
- 14 (6) A superintendent of a school corporation appointed by the
- 15 state superintendent ~~of public instruction~~ upon the
- 16 recommendation of the Indiana Association of Public School
- 17 Superintendents.
- 18 (7) A member of the governing body of a school corporation
- 19 appointed by the state superintendent ~~of public instruction~~ upon
- 20 the recommendation of the Indiana School Boards Association.
- 21 (8) A representative of the Indiana School for the Blind or the
- 22 Indiana School for the Deaf appointed by the state superintendent.
- 23 ~~of public instruction~~.
- 24 (9) A member of the School Transportation Association of
- 25 Indiana appointed by the state superintendent ~~of public instruction~~
- 26 upon the recommendation of the School Transportation
- 27 Association of Indiana.
- 28 (b) The state superintendent ~~of public instruction~~ shall designate a
- 29 secretary from the department ~~of education~~ who shall keep the official
- 30 record of the meetings and of official transactions of the committee.
- 31 [20-9.1-4-2] Sec. 2. (a) The following nonvoting members shall
- 32 advise the voting members of the ~~state school bus~~ committee:
- 33 (1) A member of the Indiana Association of School Bus
- 34 Distributors selected by the executive committee of that
- 35 association.
- 36 (2) A member of the ~~Indiana~~ state police **department** selected by
- 37 the state police superintendent.
- 38 (3) A member of the Indiana Transportation Association selected
- 39 by the executive committee of that association.
- 40 (4) A member of the Indiana Township Association selected by
- 41 the executive committee of that association.
- 42 (5) A school business official appointed by the state
- 43 superintendent ~~of public instruction~~ upon the recommendation of
- 44 the Indiana Association of School Business Officials.
- 45 (b) ~~No person shall be~~ **An individual is not** qualified to serve as a
- 46 ~~non-voting~~ **nonvoting** member of the committee until proper



1 credentials of ~~his~~ **the individual's** appointment have been filed with
 2 the ~~chairman~~ **chairperson** of the committee. Each nonvoting member
 3 shall be notified of all committee meetings and may attend each
 4 meeting and offer advice to the voting members of the committee.

5 [20-9.1-4-3] Sec. 3. ~~State School Bus Committee; Meetings:~~ **(a)** The
 6 ~~state school bus~~ committee:

7 **(1)** shall hold one (1) regular meeting each month; ~~of the calendar~~
 8 ~~year;~~ and

9 **(2)** may hold special meetings as the ~~chairman deems~~
 10 **chairperson considers** necessary.

11 **(b)** Four (4) voting members of the committee ~~shall~~ constitute a
 12 quorum for the transaction of official business. [QUERY - SHOULD
 13 THIS BE CHANGED TO 5 IN THE COMPANION BILL (9 VOTING
 14 MEMBERS)?]

15 [20-9.1-4-4] Sec. 4. (a) The ~~state school bus~~ committee has the
 16 following powers:

17 **(1)** ~~It The committee may prescribe, by rules adopted adopt~~
 18 **rules** under IC 4-22-2 **establishing** standards for the construction
 19 of school buses, including minimum standards for the
 20 construction of school buses necessary to be issued a:

21 (A) valid certificate of inspection decal; and

22 (B) temporary certificate of inspection decal described in
 23 ~~section 5-1 of this chapter:~~ **IC 20-27-7-10.**

24 **(2)** ~~It The committee may prescribe, by rules adopted adopt~~
 25 **rules** under IC 4-22-2 **establishing** standards for the equipment
 26 of school buses, including minimum standards for the equipment
 27 of school buses necessary to be issued a:

28 (A) valid certificate of inspection decal; and

29 (B) temporary certificate of inspection decal described in
 30 ~~section 5-1 of this chapter:~~ **IC 20-27-7-10.**

31 **(3)** ~~It The committee may specify by rules adopted adopt rules~~
 32 **under IC 4-22-2 specifying the particular** minimum standards that
 33 ~~are required to~~ **must** be met to avoid the issuance of an
 34 out-of-service certificate of inspection decal.

35 **(4)** ~~It The committee may provide for the inspection of all school~~
 36 ~~buses, new or old, which that~~ are offered for sale, lease or
 37 contract.

38 **(5)** ~~It The committee may provide for the annual inspection of all~~
 39 ~~school buses and the issuance of certificate of inspection decals.~~

40 **(6)** ~~It The committee may maintain an approved list of school~~
 41 ~~buses which that~~ have passed inspection tests under ~~subdivisions~~
 42 **subdivision (4) or (5).**

43 **(7)** ~~It The committee may, subject to approval by the state board~~
 44 ~~of accounts, prescribe standard forms for school bus contracts.~~

45 **(8)** ~~It The committee may hear appeals brought under section 7~~
 46 ~~of this chapter:~~ **IC 20-27-7-15.**



(b) The ~~state school bus~~ committee shall adopt rules under IC 4-22-2 to ~~prescribe set~~ performance standards and measurements for determining the physical ability necessary for ~~a person~~ **an individual** to be a school bus driver.

(c) The certificate of inspection decals shall be issued to correspond with each school year. Each certificate of inspection decal expires on September 30 following the school year in which the certificate of inspection decal is effective. However, for buses that are described in ~~section 5(g) of this chapter, IC 20-27-7-7,~~ the certificate of inspection decal expires on a date that is not later than seven (7) months after the date of the first inspection for the particular school year.

[20-9.1-4-4.5] Sec. 5. ~~Sec. 4-5: (a) As used in this section, "committee" refers to the state school bus committee created by this chapter.~~

~~(b)~~ The committee shall adopt and enforce rules under IC 4-22-2 to require that each new school bus operated by or on behalf of a school corporation bear the number of the school district on the back of the school bus in black letters that are between four (4) inches and six (6) inches high. **[QUERY: Does this mean at least 4 inches and not more than 6 inches, or does it mean more than 4 inches and less than 6 inches?]**

[20-9.1-4-4.7] Sec. 6. ~~Sec. 4-7: (a) As used in this section, "committee" refers to the state school bus committee created by this chapter.~~

~~(b)~~ The committee shall adopt and enforce rules under IC 4-22-2 that allow the display of the United States flag on a school bus operated by or on behalf of a school corporation. **The rules adopted under this subsection** must provide that a flag displayed on a school bus may not be placed in a manner that:

- (1) obstructs the school bus driver's vision through the windshield or any other window;
- (2) impedes the school bus driver's operation of any equipment;
- or
- (3) distracts the attention of other motorists from the school bus's warning lamps or stop signal arm when the school bus is loading or unloading ~~school children:~~ **students.**

[20-9.1-4-10] Sec. 7. ~~Sec. 10: Licensing. Each~~ (a) A school bus sold or delivered in ~~the state of~~ Indiana ~~is required to~~ **must** meet the standards of construction and equipment ~~prescribed set forth~~ in the official rules and regulations of the state school bus committee. ~~No~~

(b) A school bus may **not** be originally licensed in Indiana until it ~~the school bus~~ has been inspected by the ~~Indiana~~ state police department and found to comply with these standards.

[20-9.1-5-22(a)] Sec. 8. **A person who violates this chapter commits a Class C misdemeanor. [QUERY: Should a culpability standard be added?]**



Chapter 4. Purchase of School Buses

[20-9.1-6-1] Sec. 1. ~~Authority to Purchase School Buses:~~ A school corporation may purchase ~~a school buses bus~~ or special purpose ~~buses~~ ~~in order bus~~ to furnish transportation for ~~school children. It students.~~ **The school corporation** may purchase:

- (1) both the body and the chassis of ~~the~~ **a school bus**; or it ~~may~~ **purchase**
- (2) either the body or the chassis. **[QUERY: How does this apply to special purpose buses?] [QUERY: If this sentence applies only to school buses, is it needed, since the definition of "school bus" (IC 20-9.1-1-5) includes either the chassis or body, or both.]**

A purchase may be made for cash or under the terms of a security agreement.

[20-9.1-6-2] Sec. 2. ~~Security Agreements, Generally:~~ A security agreement under this chapter ~~shall may not~~ run for a ~~period not longer~~ **more** than six (6) years. ~~It The agreement shall must~~ be amortized in equal or approximately equal installments, payable on the first day of January and July each year. The first installment of principal and interest ~~shall must~~ be due and payable on the first day of July next following the collection of a tax ~~which that~~ was levied after execution of the security agreement.

[20-9.1-6-3] Sec. 3. ~~Security Agreements, Appropriation:~~ Before a security agreement is executed, an appropriation for the amount of the purchase price ~~shall must~~ be made. ~~This The~~ appropriation is made in the same manner as any other appropriation, except that ~~its the~~ **amount of the appropriation** is not limited by the amount of funds ~~presently~~ available **at the time of the execution** or the amount **of funds** to be raised by a ~~presently effective~~ tax levy **effective at the time of the execution**. ~~No A~~ petition to borrow, a notice to taxpayers, or other formality is **not** necessary, except:

- (1) as specifically provided ~~under in~~ this chapter; and ~~except as~~
- (2) **as** may be required by law for the issuance of general obligation bonds.

[20-9.1-6-4] Sec. 4. ~~General Obligation Bonds: When If~~ a school corporation requires funds to purchase a school bus for cash, ~~it the~~ **school corporation** may borrow the necessary funds by issuing general obligation bonds. The bonds shall be issued in the same manner as other general obligation bonds. However, ~~they the bonds~~ may not extend for more than six (6) years.

[20-9.1-6-5] Sec. 5. (a) ~~When If~~ a school corporation requires funds to purchase a school bus for cash, ~~it the school corporation~~ may, ~~in lieu~~ **instead** of issuing general obligation bonds, negotiate for and borrow funds or purchase the **school bus** on an installment conditional sales contract or a promissory note secured by the **school bus**.

(b) To effect a loan, the school corporation shall execute ~~its a~~



negotiable note or notes to the lender. The notes ~~shall~~ **may** not extend for more than six (6) years and ~~shall be~~ **are** payable at the same times and in the same manner as provided for security agreements in section 2 of this chapter.

(c) Before a note **described in this section** is executed, an appropriation for the amount of the purchase price of the ~~buses~~ **school bus** and any incidental expenses connected with the purchase or the loan, ~~shall must~~ be made in the same manner as other appropriations are made, except that the amount of the appropriation is not limited by the amount of funds available at the time of ~~the~~ loan or purchase or by the amount of funds to be raised by a tax levy effective at the time of the loan.

~~No (d)~~ A petition to borrow, a notice to taxpayers, or other formality is **not** necessary to borrow funds under this section except as specifically provided in this chapter.

[20-9.1-6-6] Sec. 6. ~~Manner of Purchase. Each~~ (a) The purchase of a school bus shall be made in the same manner as provided by law for the purchase of school supplies by a school ~~corporations.~~ **corporation.**

~~(b) When~~ If a school bus is purchased under a security agreement, ~~any the~~ required notice to bidders or solicitation of bids ~~shall must~~ set:

(1) the length of time the security agreement shall run; ~~the notice shall also set and~~

(2) the terms of the security agreement, including the security agreement price and interest rate.

(c) The low bid for a security agreement shall be determined by adding to each bidding price the net interest cost and then comparing the ~~aggregates~~ **totals** of the price and interest on each bid. Any difference between the cash and the security agreement prices ~~shall~~ **may** not be considered a charge under section 2 of this chapter. Instead, a separate statement of each price shall be made to enable the governing body to determine the advisability of purchasing a school bus under a security agreement.

[20-9.1-6-8] Sec. 7. Notwithstanding any other provision of this chapter, a school corporation may negotiate and enter into loans, security agreements, or leases with the Indiana bond bank for the acquisition and financing of ~~school buses.~~ **a school bus.**

[20-9.1-6-7] Sec. 8. ~~Effect of Chapter. Nothing in~~ This chapter ~~shall~~ **in any way does not** affect the validity ~~and or~~ legality of ~~any a~~ negotiable instrument, conditional sales contract, purchase money mortgage contract, or promissory note executed and delivered ~~prior to~~ **before** July 1, 1965, by ~~any a~~ school corporation and given for the purchase of a school ~~buses~~ **bus** in accordance with ~~any Indiana~~ law ~~of this state which that~~ was specifically repealed or repealed by implication by Acts 1965, c.259. [QUERY - IS THIS SECTION STILL NECESSARY? ARE THERE ANY OF THESE INSTRUMENTS STILL OUT THERE?]



Chapter 5. Transportation Contracts

[20-9.1-2-29] Sec. 1. ~~Sec. 29: Private Schools Exempt.~~ This chapter does not apply to ~~any private~~ **a nonpublic** school or to ~~any~~ **a** school bus driver contract executed for a **private nonpublic** school.

[20-9.1-2-1] Sec. 2. ~~Sec. 1: Power to Provide Transportation.~~ The governing body of ~~each and every~~ **a** school corporation may provide transportation for ~~school children~~ **students** to and from school.

[20-9.1-2-2] Sec. 3. ~~Sec. 2: Requirement of Transportation Provided.~~ ~~When~~ **If** a school corporation provides transportation for ~~school children~~ **students**, the governing body of the school corporation is responsible for obtaining the necessary number of school buses and school bus drivers.

[20-9.1-2-3] Sec. 4. ~~Sec. 3: Employment Contracts.~~ **(a)** If a school corporation owns ~~in its entirety~~ the school bus equipment, the school corporation may employ **a school bus drivers driver on a school year basis** in the same manner as other noninstructional employees are employed. ~~on a school year basis; however, each employment contract shall be in writing.~~

(b) If a school corporation employs a school bus driver under subsection (a), the employment contract between the school corporation and the school bus driver must be in writing.

(c) A school corporations hiring employees corporation that hires a school bus driver under this section shall purchase and carry public liability and property damage insurance covering the operation of school bus equipment in compliance with IC 9-25.

(d) The provisions of Sections 4 5 through 28 32 of this chapter shall do not apply to the employment of a school bus drivers who are driver hired under this section.

[20-9.1-2-4] Sec. 5. ~~Sec. 4: (a) When any~~ **If** a school bus driver is required to furnish ~~either the school bus body or the school bus chassis, or both, the body and the chassis,~~ the governing body of the school corporation shall enter into a written transportation contract with the school bus driver.

(b) The transportation contract may include a provision ~~enabling~~ **allowing** the school bus driver to be eligible for the life and health insurance benefits and other fringe benefits ~~afforded~~ **available** to other school personnel.

[20-9.1-2-4.1] Sec. 6. ~~Sec. 4.1: (a)~~ When a fleet contractor is required to provide two (2) or more school buses and school bus drivers, the governing body of the school corporation shall enter into a written fleet contract with the fleet contractor.

(b) The fleet contract may include a provision ~~enabling~~ **allowing** the school bus drivers to be eligible for the life and health insurance benefits and other fringe benefits ~~afforded~~ **available** to other school personnel.

[20-9.1-2-4.2] Sec. 7. ~~Sec. 4.2:~~ Transportation or fleet contracts may



either be:

(1) negotiated and let after receiving bids on the basis of specifications, as provided for in section ~~7~~ **10** of this chapter; or
may be

(2) negotiated on the basis of proposals by ~~any~~ **a** bidder in which the bidder suggests additional or altered specifications. ~~At~~

~~A school corporations corporation~~ negotiating and executing a transportation ~~contracts contract~~ shall comply with the provisions of section ~~4~~ **5** and sections ~~6~~ **9** through ~~13~~ **16** of this chapter. ~~At~~ **A school corporations corporation** negotiating and executing a fleet ~~contracts contract~~ shall comply with sections ~~5~~ **8** through ~~13~~ **16** of this chapter.

[20-9.1-2-5] Sec. 8. ~~Sec. 5: Transportation and Fleet Contracts, Specifications, Adoption.~~ (a) The governing body of a school corporation shall adopt specifications for transportation and fleet contracts ~~prior to~~ **before** entering into a transportation or fleet contract under section ~~4~~ **5** or section ~~4~~ **6** of this chapter.

(b) The specifications shall be prepared and placed on file in the office of the governing body at least fifteen (15) days ~~prior to any~~ **before the** advertised date for beginning negotiations or receiving proposals or bids. However, if a school corporation is under the jurisdiction of a county superintendent of schools, the specifications shall be placed on file in the office of the county superintendent.

(c) All specifications ~~so prepared and filed shall be~~ **are** public records and ~~shall be~~ **are** open, during regular office hours, for inspection by the public.

[20-9.1-2-6] Sec. 9. ~~Sec. 6: The specifications for contracts shall adopted under section 8 of this chapter must~~ include the following:

- (1) A description of the route for which the contract is to be let.
- (2) The approximate number of ~~children~~ **students** to be transported on the route.
- (3) The approximate number of miles to be traveled each school day on the route.
- (4) The type of school bus equipment required to be furnished by the school bus driver or fleet contractor, including the seating capacity of the equipment required.
- (5) The amount of public liability and property damage insurance coverage, if any, required to be furnished by the school bus driver or fleet contractor. ~~When If~~ a school corporation owns either the chassis or the body of the school bus equipment, the specifications ~~shall must~~ recite the amount and kind of insurance coverage required to be furnished by a bidding school bus driver. In addition to the amount and kind of insurance set forth in the specifications, ~~either~~ the governing body, ~~or~~ the school bus driver, or the fleet contractor may, at their own election and at their own expense, carry ~~such~~ additional insurance, including health, ~~and~~ accident, and medical payments insurance. ~~as they deem~~



necessary.

(6) The amount of surety bond required to be furnished by the school bus driver.

(7) The length of the term for which the contract may be let. However, ~~no~~ a township trustee ~~shall~~ **may not** enter into a school bus contract ~~which that has a term extending beyond the June 30 has a termination date later than the thirtieth day of June next~~ following the expiration date of the trustee's term of office.

(8) Any other relevant information necessary to advise a prospective ~~bidders~~ **bidder** of the terms and conditions of the transportation contract or fleet contract.

[20-9.1-2-7] Sec. 10. ~~Sec. 7: Transportation or Fleet Contracts; Notice Prior to Bidding:~~ (a) The governing body shall give notice to the public at least ten (10) days ~~prior to before~~ beginning negotiations or receiving proposals or bids for transportation or fleet contracts. Notice shall be given in the manner provided by ~~IC 1971, 5-3-1; IC 5-3-1~~. The notice ~~shall convey~~ **must include** the following information:

~~(a)~~ (1) That the governing body will negotiate, receive proposals, or receive bids for transportation contracts and fleet contracts on a specified date.

~~(b)~~ (2) That the governing body will execute contracts for the school bus routes of the school corporation. ~~and~~

~~(c)~~ (3) That the specifications for ~~such the~~ routes and related information are on file in the office of the governing body or in the office of the county superintendent. ~~No~~

(b) A transportation or fleet contract ~~shall~~ **may not** be negotiated until notice has been given ~~as required~~ under this section.

[20-9.1-2-8] Sec. 11. ~~Sec. 8: Transportation or Fleet Contracts; Time to Be Let. When~~ (a) **Except as provided in subsection (b), if the duration of a transportation or fleet contract is to be let for more than one (1) full school year, it shall the contract must be let prior to before the first day of May next 1** preceding the beginning of the first school year covered by the contract.

(b) ~~However, if a~~ A contract **described in subsection (a) that** is let at a later date **after the May 1 preceding the beginning of the first school year covered by the contract is valid if the contract was let after May 1** due to an emergency situation. ~~the contract shall be valid.~~

[20-9.1-2-9] Sec. 12. ~~Sec. 9: Transportation or Fleet Contracts; Award: When~~ (a) **If a transportation or fleet contract is let pursuant to under sections 4 5 through 8 11 of this chapter, or let after renegotiation pursuant under to section 13 16 of this chapter, it the contract shall be awarded to the lowest responsible bidder, subject to the limitations set out in this section and in sections 14 and 15 of this chapter.**

(b) The governing body may refuse to award the bid to the lowest responsible bidder if the amount **of the** bid is not satisfactory to the



1 school corporation.

2 [20-9.1-2-10] Sec. 13. ~~Sec. 10: (a)~~ Before a bidder may be awarded
3 a **transportation** contract, the bidder for a **transportation contract** must
4 meet the following ~~prerequisites:~~ **conditions:**

5 (1) The bidder must meet the physical requirements prescribed in
6 ~~IC 1971, 20-9.1-3-1~~ **IC 20-27-8-1** as evidenced by a certificate
7 signed by an Indiana physician who has examined the bidder.

8 (2) The bidder must ~~have been issued~~ **hold** a valid public
9 passenger chauffeur's license or commercial driver's license
10 issued by the bureau of motor vehicles.

11 [20-9.1-2-11] Sec. 14. ~~Sec. 11: Transportation or Fleet Contracts;~~
12 **Power to Reject Bids:** A governing body is ~~authorized to~~ **may** reject
13 any or all bids. If ~~no~~ a bid is **not** received for a specified route, the
14 governing body may either readvertise for bids or negotiate a contract
15 for the route without further advertising.

16 [20-9.1-2-12] Sec. 15. ~~Sec. 12: Transportation or Fleet Contracts;~~
17 **Alteration of Routes:** The governing body may alter ~~any~~ a school bus
18 route at any time. If the altered route is longer than the route in the
19 original contract, the school bus driver or fleet contractor shall be paid
20 additional compensation for each additional mile or fraction of a mile.
21 The additional compensation shall be based on the average rate per
22 mile in the original contract.

23 [20-9.1-2-13] Sec. 16. ~~Sec. 13: Transportation or Fleet Contracts;~~
24 **Change of Equipment:** The governing body may require the school bus
25 driver or fleet contractor to furnish equipment with greater seating
26 capacity at any time. When a school bus driver or fleet contractor is
27 required to furnish different equipment during the term of the contract,
28 the contracting parties may mutually agree to the cancellation of the
29 existing contract and renegotiate a new contract for the balance of the
30 term of the original contract. Action taken by a governing body under
31 section ~~12~~ **15** of this chapter ~~shall~~ **does** not preclude simultaneous
32 ~~exercise of authority~~ **action** under this section.

33 [20-9.1-2-13.5] Sec. 17. ~~Sec. 13.5:~~ Notwithstanding any ~~contrary~~
34 **other** provision in this chapter, the governing body may, **with the**
35 **consent of the other party or parties to the contract**, amend ~~any~~ an
36 existing transportation or fleet contract ~~with the consent of the other~~
37 ~~party or parties to the contract~~; to make any **necessary** adjustments
38 ~~needed due to fluctuations caused by a fluctuation~~ in the cost of fuel
39 ~~which occur that occurs~~ during the term of the contract.

40 [20-9.1-2-14] Sec. 18. ~~Sec. 14: Transportation or Fleet Contracts;~~
41 **Highway Conditions:** ~~When~~ **If** highway or road conditions require a
42 school bus driver to drive a greater distance than provided by the
43 contract, additional compensation shall be paid to the **school bus** driver
44 or fleet contractor. The additional compensation shall be computed as
45 if the governing body had lengthened the route under section ~~12~~ **15** of
46 this chapter.



[20-9.1-2-15] Sec. 19. ~~Sec. 15: Transportation or Fleet Contracts, Assignment.~~ A transportation or fleet contract entered into under this chapter ~~shall~~ **may** not be sold or assigned except by written agreement ~~by of~~ both parties to the original contract and by the assignee or purchaser of the contract.

[20-9.1-2-16] Sec. 20. ~~Sec. 16:~~ After ~~due~~ notice to the governing body, ~~or its authorized agent,~~ a school bus driver may provide a substitute driver for any of the following reasons:

(~~a~~) **(1)** Illness of the school bus driver.

(~~b~~) **(2)** Illness or death of a member of the school bus driver's family.

(~~c~~) **(3)** Compulsory absence of a school bus driver because of jury duty.

(~~d~~) **(4)** Performance of services and duties related to the Indiana State Association of School Bus Drivers, Inc.

(~~e~~) **(5)** Performance of services and duties required by ~~virtue of~~ service in the ~~Indiana~~ general assembly.

(~~f~~) **(6)** Attendance at meetings of the ~~Indiana school bus~~ committee.

(~~g~~) **(7)** Management by a school bus driver of ~~his~~ **the school bus driver's** personal business affairs. **However, subject to the limitation in this section: Absence a school bus driver may not be absent** for management of personal business affairs ~~shall not exceed for more than~~ ten (10) days in any one (1) school year without the approval of the governing body.

[20-9.1-2-17] Sec. 21. ~~Sec. 17: Transportation Contracts; Substitute Drivers; Limitations. No~~ A substitute school bus driver ~~shall be permitted to~~ **may not** operate a school bus unless ~~he~~ **the substitute school bus driver** meets the standards required by ~~IC 1971, 20-9.1-3-1~~ **IC 20-27-8-1** and has been approved by the governing body. ~~or its authorized agent.~~ **[QUERY: Does striking "authorized agent" change substance?]**

[20-9.1-2-18] Sec. 22. ~~Sec. 18: Transportation Contracts; Termination; Generally.~~ **(a)** A school bus driver's transportation contract may be terminated for:

(1) incompetency;

(2) physical disability;

(3) negligence; or

(4) failure to faithfully perform ~~his~~ **the school bus driver's** duties under the contract;

only after the **school bus** driver has received notice and a hearing.

(b) Notice **under subsection (a)** must:

(1) be in writing; and ~~must~~

(2) allow a reasonable ~~period of time prior to~~ **before** the hearing.

(c) The school bus driver may appear at ~~the~~ **a** hearing **under subsection (a)** either in person or by counsel.



[20-9.1-2-19] Sec. 23. ~~Sec. 19: Transportation Contracts; Termination; Alcoholic Beverages.~~ A school bus driver ~~shall~~ **may** not consume ~~any~~ **an** alcoholic beverage during school hours or while operating a school bus. A transportation contract may be terminated without hearing upon presentation of reliable evidence that a **school bus** driver has consumed ~~any~~ **an** alcoholic beverage:

- (1) during school hours; ~~or~~
- (2) while operating a school bus; or
- (3) while performing ~~his~~ **the school bus driver's** duties.

[20-9.1-2-21] Sec. 24. ~~Sec. 21: Transportation Contract; Physically Unfit Driver; Duty.~~ When a physical examination reveals that a school bus driver is physically unfit to perform ~~his~~ **the** transportation contract, ~~he~~ **the school bus driver** shall: ~~either:~~

- (a) (1) furnish a substitute **school bus** driver who is qualified under section ~~17~~ **21** of this chapter; or
- (b) (2) assign ~~his~~ **the school bus driver's** transportation contract, if the governing body approves, to a person qualified under this chapter.

[20-9.1-2-22] Sec. 25. ~~Sec. 22: Transportation Contracts; Physically Unfit Drivers; Termination.~~ (a) If a **school bus** driver is found physically unfit and fails to perform the duty required by section ~~21~~ **24** of this chapter, the governing body may terminate ~~his~~ **the school bus driver's** contract after the **school bus** driver has been given **reasonable** ~~written~~ notice and an opportunity for a hearing. ~~The driver may appear at the hearing either personally or by counsel.~~

(b) Notice under subsection (a) must:

- (1) be in writing; and
- (2) allow a reasonable time before the hearing.

(c) **The school bus driver may appear at a hearing under subsection (a) either in person or by counsel.**

[20-9.1-2-22.1] Sec. 26. ~~Sec. 22.1: Fleet Contract; School Bus Driver Provisions.~~ Each ~~A~~ fleet contract ~~made~~ **entered into** under section ~~5~~ of this chapter ~~shall~~ **must** provide ~~that:~~ **the following:**

- (a) (1) The fleet contractor is responsible for the employment, physical condition, and conduct of every school bus driver employed by the fleet contractor.
- (b) (2) The fleet contractor shall submit to the governing body a list of the names, addresses, telephone numbers, and route assignments of all regular and substitute school bus drivers employed by the fleet contractor.
- (c) (3) All school bus drivers employed by the fleet contractor ~~shall~~ **must** meet the physical, moral, and license standards prescribed in ~~IC 1971, 20-9.1-3.~~ **IC 20-27-8.**
- (d) (4) School bus drivers employed by a fleet contractor shall attend the annual safety meeting for school bus drivers sponsored by the ~~state school bus~~ committee and the ~~Indiana~~ state police



department in accordance with ~~IC 1971, 20-9.1-3-7.~~
IC 20-27-8-9.

~~(c)~~ **(5)** Failure to employ school bus drivers who meet and maintain the physical, moral, and license standards of ~~IC 1971, 20-9.1-3, IC 20-27-8,~~ or failure to compel attendance of a school bus ~~drivers~~ **driver** at the annual safety meeting, ~~shall constitute~~ **is** a breach of contract and may result in termination of the fleet contract and in forfeiture of the surety bond.

[20-9.1-2-23] Sec. 27. ~~Sec. 23: Transportation or Fleet Contract, Termination, Purchase of Equipment. When~~ **If** a transportation or fleet contract is ~~cancelled~~ **canceled** by a governing body under this chapter, the governing body may purchase the school bus equipment owned by the **school bus** driver or fleet contractor and ~~utilized~~ **used** under the transportation contract. The purchase price is the fair market value of the equipment as determined by agreement of the governing body and the **school bus** driver or fleet contractor.

[20-9.1-2-24] Sec. 28. ~~Sec. 24: Transportation or Fleet Contracts, Bond. All drivers~~ **A school bus driver** or fleet ~~contractors~~ **contractor** operating a transportation or fleet contract shall furnish a surety bond conditioned on faithful performance of the contract. The governing body shall specify the amount of bond required.

[20-9.1-2-25] Sec. 29. ~~Sec. 25:~~ A governing body may enter into a contract for ~~pupil~~ **student** transportation with ~~any~~ **a** regular route common carrier that operates under the jurisdiction of the department of state revenue.

[20-9.1-2-26] Sec. 30. ~~Sec. 26:~~ Each common carrier contract made under section ~~25~~ **29** of this chapter ~~shall~~ **must** provide the following:

(1) The common carrier is solely responsible for the employment, physical condition, and conduct of every school **bus** driver employed by the carrier.

(2) The carrier must submit a certificate to the governing body showing that any school bus driver used in performing the contract meets the physical standards required by ~~IC 20-9.1-3-1(g); IC 20-27-8-1.~~

[20-9.1-2-27] Sec. 31. ~~Sec. 27: Common Carrier Contracts, Exemption from Physical Examination.~~ When a school bus driver is employed by a common carrier to assist in performing a common carrier contract made under section ~~25~~ **29** of this chapter, ~~he~~ **the school bus driver** is exempt from mandatory physical examinations required under this article, except to the extent that examination may be necessary for a common carrier to comply with section ~~26(b)~~ **30** of this chapter.

[20-9.1-2-28] Sec. 32. ~~Sec. 28: Common Carrier Contracts, Exemptions from Requirements.~~ A bus operated under a common carrier contract is not required to be constructed, equipped, or painted as specified ~~by~~ **under** this article or ~~by the official rules and regulations~~



of the ~~state school bus~~ committee unless ~~(a) it: the bus:~~

(1) is operated exclusively for the transportation of ~~pupils~~
~~students~~ to and from school; or ~~(b) it~~

(2) must be operated more than three (3) miles outside the
corporation limit of ~~any~~ a city or town in order to perform the
contract.

[20-9.1-5-22(a)] **Sec. 33. A person who violates this chapter
commits a Class C misdemeanor. [QUERY: Is a culpability
standard needed?]**

Chapter 6. Parents' Supplemental Transportation Contracts

[20-9.1-2.5-7] Sec. 1. ~~Sec. 7. Private Schools Exempt.~~ This chapter
does not apply to ~~any private~~ a **nonpublic** school or to ~~any private~~ a
nonpublic school bus driver contract executed for a **private nonpublic**
school.

[20-9.1-2.5-1] Sec. 2. ~~Sec. 1. Authority of Parents to Provide Bus
Transportation.~~ Parents may provide bus transportation for ~~school
children~~ **students** enrolled in ~~the~~ a public ~~schools~~ **school** who are not
provided transportation by the school corporation.

[20-9.1-2.5-2] Sec. 3. ~~Parents Joint Contract Rights.~~ (a) ~~The~~ parents
of public school ~~children~~ **students** not provided bus transportation by
the school corporation ~~have the right to~~ **may** contract jointly with a
school bus driver to provide transportation ~~such a contract shall be
called under a~~ parents' supplemental transportation contract. ~~However,~~
~~the~~

(b) A **parents' supplemental transportation** contract is subject to
the approval of the governing body of the school corporation where
~~school children~~ **the students** transported ~~pursuant to~~ **under** the
contract ~~reside~~ **reside**, and a school ~~buses~~ **bus** operated under the
contract ~~are~~ **is** under the supervision and direction of the governing
body.

[20-9.1-2.5-3] Sec. 4. ~~Sec. 3. Parents Supplemental Transportation
Contract; Contents.~~ A parents' supplemental transportation ~~contracts~~
contract must include **the following:**

~~(a)~~ (1) The type of school bus equipment to be furnished by the
school bus driver, including a provision that the contract
incorporate by reference any equipment requirements prescribed
by the ~~state school bus~~ committee.

~~(b)~~ (2) Incorporation by reference of the safety, training, and
inspection requirements of the ~~state school bus~~ committee and the
state. ~~of Indiana.~~

~~(c)~~ (3) The amount of liability and property damage insurance
required to be furnished by the school bus driver. ~~such~~ **The**
amount **of insurance** ~~shall~~ **must** be commensurate with ~~that~~
insurance furnished by a school bus ~~drivers~~ **driver** operating
under a transportation ~~contracts~~ **contract** with a school
~~corporations~~ **corporation.** and



~~(d)~~ **(4)** Any other relevant information necessary to advise the parties of the terms and conditions of the contract.

[20-9.1-2.5-4] Sec. 5. ~~Sec. 4: Parents Supplemental Transportation Contract; School Bus Driver Prerequisites:~~ Before a school bus driver may enter into a parents' supplemental transportation contract, ~~he the~~ **school bus driver** must meet the following prerequisites:

~~(a) He~~ **(1) The school bus driver** must meet all physical requirements required of school bus drivers by the ~~state school bus~~ committee. ~~This includes including the requirement prescribed in IC 1971, 20-9.1-3-1.~~ **requirements under IC 20-27-8-1.**

~~(b) He~~ **(2) The school bus driver** must obtain the physical fitness certificate required of all school bus drivers by ~~IC 1971, 20-9.1-3-2.~~ **IC 20-27-8-4.**

~~(c) He~~ **(3) The school bus driver** must have ~~been issued~~ a valid public passenger chauffeur's license **issued** by the bureau of motor vehicles. [QUERY - OTHER SECTIONS ALLOW A SCHOOL BUS DRIVER TO HOLD A COMMERCIAL DRIVERS LICENSE - SHOULD THIS BE AMENDED IN THE COMPANION BILL?]

~~(d) He~~ **(4) The school bus driver** must meet any additional requirements required by the contracting parents.

[20-9.1-2.5-5] Sec. 6. ~~Sec. 5: Parents Supplemental Transportation Contract; Substitute Drivers; Limitations:~~ ~~No~~ A substitute school bus driver ~~shall be permitted to~~ **may not** operate a school bus unless ~~he the~~ **substitute school bus driver** meets the standards required by ~~IC 1971, 20-9.1-3-1~~ **IC 20-27-8-1** or any other ~~state school bus~~ committee requirements ~~prescribed~~ for substitute **school bus** drivers.

[20-9.1-2.5-6] Sec. 7. ~~Sec. 6:~~ **(a) Except as provided in subsections (b) and (d),** a school ~~buses bus~~ operating under a parents' supplemental transportation ~~contracts contract~~ **shall may** only be used for the following purposes:

~~(a) (1)~~ **(1)** Transportation of eligible ~~school children~~ **students** to and from school.

~~(b) (2)~~ **(2)** Transportation of eligible ~~school children~~ **students** and necessary adult chaperones to and from an activity that is ~~either~~ sponsored, controlled, supervised, or participated in by the governing body of the school corporation.

~~(c) (3)~~ **(3)** Transportation of ~~school children~~ **students** to and from a:

(A) little league baseball ~~activities;~~ **activity;**

(B) 4-H club ~~activities;~~ **activity;**

(C) junior achievement ~~activities;~~ **activity;**

(D) boy scout ~~activities;~~ **activity;**

(E) girl scout ~~activities;~~ **activity;**

(F) campfire ~~activities;~~ **activity; and or**

(G) recreational ~~activities~~ **activity** approved or sponsored by



1 any a political subdivision. subject to the following
2 limitations:

3 **(b) Except as provided in subsection (c), the following conditions**
4 **apply to a school bus operating under a parents' supplemental**
5 **transportation contract that is used for a purpose described in**
6 **subsection (a):**

7 (1) ~~School children~~ **Students** may not be accompanied by more
8 than four (4) adult sponsors or chaperones per **school** bus.

9 (2) ~~All~~ Transportation must originate from a point within the
10 geographical limits of the school district served by the affected
11 school bus driver.

12 (3) The ~~groups~~ **group** to be transported shall be residents of the
13 affected school district.

14 (4) Transportation may not exceed one hundred (100) highway
15 miles from point of origin.

16 (c) ~~This Subsection (b)~~ does not apply if transportation can be
17 furnished by a **public common** carrier of passengers that operates
18 under the jurisdiction of the department of state revenue. ~~in which~~
19 ~~instances the provisions of~~ **If transportation is furnished by a**
20 **common carrier of passengers that operates under the jurisdiction**
21 **of the department of state revenue, IC 20-9.1-5-2(b) IC 20-27-9-3**
22 **shall apply applies.**

23 (d) **A school bus operating under a parents' supplemental**
24 **transportation contract may be used for the following purposes:**

25 (1) Travel to and from a garage or repair area for maintenance or
26 repair.

27 ~~(e)~~ (2) Transportation requested by a governmental authority
28 during ~~any~~ a local, state, or national emergency.

29 ~~(f)~~ (3) Transportation of ~~an agricultural workers~~ **worker** engaged
30 in cultivating, producing, or harvesting crops ~~in accordance with~~
31 ~~the conditions prescribed in under IC 20-9.1-5-6.~~ **IC 20-27-9-10.**

32 ~~(g)~~ (4) Travel to a school bus driver's residence or parking facility
33 following ~~any of the an~~ authorized ~~uses~~ **use** described in this
34 section.

35 ~~(h)~~ (5) Transportation of a senior ~~citizens~~ pursuant to the
36 ~~provisions of citizen under IC 20-9.1-5-3.5.~~ **IC 20-27-9-6.**

37 **[Query: Is IC 20-9.1-5-1.5 the correct cite (i.e., is the current**
38 **law incorrect)?]**

39 **[20-9.1-5-22] Sec. 8. A person who violates this chapter commits**
40 **a Class C misdemeanor. [QUERY: Is a culpability standard**
41 **needed?]**

42 **Chapter 7. School Bus Inspection and Registration**

43 **[20-9.1-4-5(a)] Sec. 1. ~~Sec. 5: (a)~~ The state police department shall**
44 **annually inspect all special purpose buses and school buses, including**
45 **those operated by ~~any private~~ a nonpublic school to transport its**
46 **pupils: students. The inspection of a school buses bus shall must**



determine whether ~~each~~ the school bus complies with the safety requirements prescribed for school bus construction and equipment in the ~~official rules and regulations~~ of the ~~state school bus~~ committee.

[20-9.1-4-5(b)] Sec. 2. ~~(b)~~ The owner of a school bus or special purpose bus shall present the school bus or special purpose bus for the inspection required under ~~subsection (a)~~ **section 1 of this chapter** at the time and place designated by the state police department.

[20-9.1-4-5(c)] Sec. 3. ~~(c)~~ If the inspection required under ~~subsection (a)~~ **section 1 of this chapter** reveals that a school bus meets all ~~prescribed~~ safety requirements, the inspecting officer shall issue to the owner of the **school bus** a certificate that the school bus has been inspected and that it complies with the ~~prescribed~~ safety requirements. Except as provided in ~~subsections (c), (f), and (g)~~, **sections 5 through 7 of this chapter**, a certificate of inspection issued under this ~~subsection~~ **section** is valid until September 30 of the school year following the school year for which the certificate is issued.

[20-9.1-4-5(d)] Sec. 4. ~~(d)~~ A school bus may not be used to transport passengers unless a valid certificate of inspection issued under ~~subsection (e)~~ **section 3 of this chapter** is displayed as viewed from the outside on the lower left corner of the windshield of the school bus. However, if the left corner position obstructs the **school bus** driver's view, the inspection sticker may be positioned on the bottom of the windshield so as to minimize the obstruction to the **school bus** driver's view.

[20-9.1-4-5(e)] Sec. 5. ~~(e)~~ A school bus that is sold or has the ownership transferred to a new owner must be presented for an inspection under ~~subsection (b)~~ **section 2 of this chapter** before the school bus may be used to transport passengers. If the school bus meets the requirements specified in ~~subsection (c)~~, **under section 3 of this chapter**, the state police department shall issue a new certificate of inspection for the school bus. A certificate of inspection issued under this ~~subsection~~ **section** is valid until September 30 of the school year following the school year for which the certificate is issued.

[20-9.1-4-5(f)] Sec. 6. ~~(f)~~ In addition to the inspection required under ~~subsection (a)~~, **section 1 of this chapter**, a school bus that was manufactured at least twelve (12) years before the year for which a certificate of inspection is being sought must be presented for inspection not less than five (5) months nor more than seven (7) months after the inspection required under ~~subsection (a)~~ **section 1 of this chapter** is completed. If the school bus meets the requirements specified in ~~subsection (e)~~, **section 3 of this chapter**, the state police department shall issue a new certificate of inspection for the school bus. A certificate of inspection issued for a school bus described in this ~~subsection~~ **section** is valid for seven (7) months after the date ~~of the certificate's issue~~ **certificate is issued**.

[20-9.1-4-5(g)] Sec. 7. ~~(g)~~ If a school bus has received damage in an



1 accident that has put the school bus out of service because of passenger
 2 safety concerns, the school bus must be presented for an inspection
 3 under ~~subsection (b)~~ **section 2 of this chapter** before the school bus
 4 may be used to transport passengers. If the school bus meets the
 5 requirements specified in ~~subsection (c)~~, **section 3 of this chapter**, the
 6 state police department shall issue a new certificate of inspection for
 7 the school bus. A certificate of inspection issued under this ~~subsection~~
 8 **section** is valid until September 30 of the school year following the
 9 school year for which the certificate is issued.

10 [20-9.1-4-5(h)] Sec. 8. ~~(h)~~ The inspection of a special purpose ~~buses~~
 11 **bus** shall consist of an inspection to determine the existence and
 12 condition of the vehicle's:

- 13 (1) brakes;
- 14 (2) lights (headlamps, tail lamps, brake **lights**, clearance lights,
 15 and turn signals);
- 16 (3) steering and suspension;
- 17 (4) exhaust systems;
- 18 (5) general body condition; and
- 19 (6) tires.

20 [20-9.1-4-5(i)] Sec. 9. ~~(i)~~ A school bus or special purpose bus must
 21 be maintained to meet the minimum standards set forth by the ~~state~~
 22 **school bus** committee when transporting passengers.

23 [20-9.1-4-6(a)] Sec. 10. ~~Sec. 6: (a)~~ If the inspection of a special
 24 purpose bus or a school bus performed under ~~section 5 of~~ this chapter
 25 reveals any material defect ~~which that~~ renders the ~~school~~ bus unsafe
 26 and in noncompliance with any safety requirements ~~prescribed~~
 27 **established** by the ~~state school bus~~ committee or with the safety
 28 requirements of ~~section 5 of~~ this chapter, the inspecting officer shall
 29 issue a temporary certificate of inspection for the special purpose bus
 30 or school bus. The following apply to a temporary certificate of
 31 inspection issued under this ~~subsection~~ **section**:

- 32 (1) The certificate shall be displayed as viewed from the outside
 33 in the lower left corner of the windshield of the special purpose
 34 bus or school bus. However, if the left corner position obstructs
 35 the driver's view, the temporary certificate of inspection may be
 36 positioned on the bottom of the windshield so as to minimize the
 37 obstruction to the driver's view.
- 38 (2) The certificate is valid for thirty (30) days.

39 [20-9.1-4-6(b)] Sec. 11. ~~(b)~~ Upon being issued a temporary
 40 certificate of inspection under ~~subsection (a)~~, **section 10 of this**
 41 **chapter**, the owner of a special purpose bus or school bus shall have
 42 the special purpose bus or school bus repaired to meet the minimum
 43 standards ~~set forth in section 5 of~~ **under** this chapter. After having the
 44 special purpose bus or school bus repaired to meet the minimum
 45 standards ~~set forth in section 5 of~~ **under** this chapter, the owner of the
 46 special purpose bus or school bus shall present the special purpose bus



or school bus for an inspection under section 5 2 of this chapter.

[20-9.1-4-6(c)] Sec. 12. ~~(c)~~ If after being repaired under ~~subsection (b)~~ **section 11 of this chapter** a special purpose bus or school bus meets the minimum standards ~~set forth in section 5 of under~~ this chapter, the state police department shall issue a certificate of inspection under section 5 3 of this chapter.

[20-9.1-4-6(d)] Sec. 13. ~~(d)~~ If:

(1) after being repaired under ~~subsection (b)~~ **section 11 of this chapter** a special purpose bus or school bus does not meet the minimum standards ~~set forth in section 5 of under~~ this chapter; or

(2) a special purpose bus or school bus is not repaired to meet the minimum standards ~~set forth in section 5 of under~~ this chapter; the state police department shall issue an out-of-service order and certificate for the special purpose bus or school bus. Each out-of-service order and certificate shall be served personally on the driver of the special purpose bus or school bus and a copy shall be forwarded to the governing body of the school corporation ~~which that~~ controls the operation of the special purpose bus or school bus. After an out-of-service order and certificate have been issued, the affected special purpose bus or school bus may not be used to transport passengers until all defects have been corrected.

[20-9.1-4-6(e)] Sec. 14. ~~(e)~~ An out-of-service certificate issued under ~~subsection (d)~~ **section 13 of this chapter** shall be displayed as viewed from the outside in the lower left corner of the windshield of the special purpose bus or school bus for which the certificate is issued. However, if the left corner position obstructs the driver's view, the out-of-service certificate may be positioned on the bottom of the windshield so as to minimize the obstruction to the driver's view. The out-of-service certificate may be removed only by the state police department following an inspection that verifies that the special purpose bus or school bus meets the minimum standards ~~set forth in section 5 of under~~ this chapter.

[20-9.1-4-7] Sec. 15. ~~Sec. 7. Out-of-service Order, Appeal:~~ (a) An out-of-service order may be appealed to the ~~state school bus~~ committee ~~within not more than five (5) days of after~~ service of the order.

(b) ~~Within Not more than ten (10) days after the perfection of an appeal,~~ the ~~state school bus~~ committee shall review the order and decide the matter.

(c) The ~~decision of the state school bus~~ committee may:

- (1) uphold; ~~the order~~;
- (2) modify; ~~the order~~ or
- (3) set aside;

the order. ~~When~~

(d) ~~While~~ an out-of-service order is appealed, it ~~the order~~ remains in full force until set aside or modified by the ~~state school bus~~



committee.

[20-9.1-4-8] Sec. 16. ~~Sec. 8. Registration Plates, Application:~~ When the owner of a school bus applies for a registration plate, ~~he the owner~~ shall submit with ~~his the~~ application a certificate of inspection and safety issued under ~~section 5 of~~ this chapter. If the certificate does not accompany an owner's application, the bureau of motor vehicles ~~shall~~ **may** not issue a registration plate.

[20-9.1-4-8.5] Sec. 17. ~~Sec. 8.5: Registration Fees:~~ A school bus ~~drivers, whether operating driver~~ **shall be charged the same annual registration fee for a school bus that is operated** under:

- (1) a transportation contract with a school corporation; or ~~under~~
- (2) a parents' supplemental transportation contract. ~~shall be charged the same annual registration fees for their school buses.~~

[20-9.1-4-9] Sec. 18. ~~Sec. 9: Registration Plates:~~ (a) A school corporation ~~which that~~ owns a school bus or a special purpose bus and uses ~~it the school bus or special purpose bus~~ to transport ~~school children~~ **students** is exempt from the payment of the annual registration fee for the **school bus or special purpose** bus. On application by a school corporation, the commissioner of motor vehicles shall furnish registration number plates for exempted vehicles without charge. Application for registration of exempted vehicles shall be:

- (1) made whenever a newly acquired **school bus or special purpose** bus requires a registration number plate;
- (2) made whenever a registration number plate is transferred from one (1) school bus or special purpose bus owned by the school corporation to another school bus or special purpose bus owned by the school corporation;
- (3) made in the name of the school corporation ~~which that~~ owns the ~~vehicle~~ **school bus or special purpose bus** to be registered; and
- (4) signed by the proper official of the school corporation.

(b) An owner other than a school corporation ~~which that~~ owns a school bus or a special purpose bus and uses ~~it the school bus or special purpose bus~~ to transport ~~school children~~ **students** is not exempt from annual registration or payment of the annual registration fee for school buses.

[20-9.1-4-11] [20-9.1-5-22(a)] Sec. 19. **A person who violates this chapter commits a Class C misdemeanor. [QUERY: Is a culpability standard needed?]**

~~Sec. 11: An owner of a school bus or special purpose bus who violates section 5 or 6 of this chapter commits a Class C misdemeanor.~~
[Note: 20-9.1-5-22 MAKES VIOLATION OF ANY PROVISION OF CHAPTER A CLASS C MISDEMEANOR.]

Chapter 8. School Bus Drivers

[20-9.1-3-1] Sec. 1. (a) ~~A person~~ **An individual** may not drive a



1 school bus for the transportation of ~~school children~~ **students** or be
 2 employed as a school bus monitor unless the ~~person~~ **individual**
 3 satisfies the following requirements:

- 4 (1) Is of good moral character.
- 5 (2) Does not use intoxicating liquor during school hours.
- 6 (3) Does not use intoxicating liquor to excess at any time.
- 7 (4) Is not addicted to any narcotic drug.
- 8 (5) Is at least:
 - 9 (A) twenty-one (21) years of age for driving a school bus; or
 - 10 (B) eighteen (18) years of age for employment as a school bus
 - 11 monitor.
- 12 (6) **In the case of a school bus driver**, holds a valid public
- 13 passenger chauffeur's license or commercial driver's license
- 14 issued by the state of Indiana or any other state.
- 15 (7) Possesses the following required physical characteristics:
 - 16 (A) Sufficient physical ability to be a school bus driver, as
 - 17 determined by the ~~state school bus~~ committee. ~~(IC 20-9.1-4-1)~~.
 - 18 **(IC 20-27-3-1).**
 - 19 (B) ~~Possession and~~ **The** full normal use of both hands, both
 - 20 arms, both feet, both legs, both eyes, and both ears.
 - 21 (C) Freedom from any communicable disease that:
 - 22 (i) may be transmitted through airborne or droplet means; or
 - 23 (ii) requires isolation of the infected person under 410
 - 24 IAC 1-2.1.
 - 25 (D) Freedom from any mental, nervous, organic, or functional
 - 26 disease ~~which that~~ might impair the person's ability to
 - 27 properly operate a school bus.
 - 28 (E) Visual acuity, with or without glasses, of at least 20/40 in
 - 29 each eye and a field of vision with ~~150~~ **one hundred fifty**
 - 30 **(150)** degree minimum and with depth perception of at least
 - 31 **eighty percent (80%).**

32 ~~However, subdivision (6) does not apply to the employment of a school~~
 33 ~~bus monitor.~~

34 (b) This subsection applies to ~~a school bus monitors:~~ **monitor.**
 35 Notwithstanding subsection (a)(5)(B), a school corporation or school
 36 bus ~~operator driver~~ may not employ an individual who is less than
 37 twenty-one (21) years of age as a school bus monitor unless the school
 38 corporation or school bus ~~operator driver~~ does not receive a sufficient
 39 number of qualified applicants for employment as ~~a school bus~~
 40 ~~monitors~~ **monitor** who are at least twenty-one (21) years of age. A
 41 school corporation or school bus ~~operator driver~~ shall maintain a
 42 record of applicants, their ages, and their qualifications to show
 43 compliance with this subsection.

44 [20-9.1-3-1.5] Sec. 2. ~~Sec. 1-5:~~ (a) Before a school corporation
 45 enters into a:

- 46 (1) contract with a school bus driver; or



(2) fleet contract under ~~IC 20-9.1-2~~, **IC 20-27-5**;
 the school corporation shall obtain, at no fee from the bureau of motor
 vehicles, a copy of the school bus driver's driving summary for the last
 seven (7) years as maintained by the bureau of motor vehicles ~~of the~~
~~state of Indiana~~ or **the equivalent agency in another other states**
~~maintaining such records. state.~~

(b) To obtain a copy of the school bus driver's driving summary as
 required under subsection (a), the school corporation shall provide the
 bureau of motor vehicles with the following information:

(1) The school bus driver's name.

(2) The school bus driver's Social Security number.

(3) Any other information required by the bureau **of motor**
vehicles.

[20-9.1-3-1.6] Sec. 3. ~~Sec. 1-6~~. (a) As used in this section,
 "controlled substance" has the meaning set forth in IC 35-48-1.

(b) ~~A person~~ **An individual** who is a school bus driver and who
 knowingly and intentionally:

(1) consumes a controlled substance or **an** intoxicating liquor
 within six (6) hours before:

(A) going on duty; or

(B) operating a school bus; or

(2) consumes or possesses a controlled substance or **an**
 intoxicating liquor while on duty or while operating a school bus;
 commits a Class A misdemeanor.

(c) It is a defense in a prosecution under this section if a controlled
 substance is consumed or possessed in accordance with a medical
 prescription issued by ~~a~~ **an Indiana** physician ~~licensed under~~
~~IC 25-22.5~~ to the ~~person~~ **individual** who consumes or possesses the
 controlled substance.

[20-9.1-3-2] Sec. 4. ~~Sec. 2: School Bus Drivers, Physical Fitness~~
~~Certificate. Every person~~ **An individual** who is or intends to become
 a school bus driver ~~shall~~ **must** obtain a **physical examination**
 certificate stating that ~~he~~ **the individual** possesses the physical
 characteristics required by section 1(7) of this chapter. The certificate
 shall be made by an Indiana physician after the physician has
 conducted a physical examination of the **school bus** driver or
 prospective **school bus** driver. The physician shall be chosen by the
 driver or prospective driver, who shall pay for the examination.

[20-9.1-3-3] Sec. 5. ~~Sec. 3: School Bus Drivers, Physical~~
~~Examination, Time.~~ (a) When ~~a person~~ **an individual** holds a contract
 to serve or is serving as a school bus driver at the time ~~he~~ **the**
~~individual~~ obtains a public passenger chauffeur's license, ~~he~~ **the**
~~individual~~ shall undergo the physical examination required by section
~~2 4~~ of this chapter at about the same time as ~~he~~ **the individual** acquires
 the chauffeur's license. The certificate of ~~his~~ examination and
 qualification shall be filed ~~within~~ **not more than** seven (7) days ~~of~~



1 after the examination.

2 (b) When ~~a person~~ **an individual** executes a contract to drive a
3 school bus or begins serving as a school bus driver after ~~he last secured~~
4 **obtaining** a public passenger chauffeur's license, ~~he~~ **the individual**
5 may not drive ~~any~~ **a** school bus unless:

6 (1) ~~He~~ **the individual** files a certificate of a physical examination
7 made at the time ~~he~~ **the individual** last secured a public
8 passenger chauffeur's license; or

9 (2) if a certificate was not made at the time of the prior
10 examination or is unobtainable, ~~he~~ **the individual** undergoes a
11 new physical examination and files a certificate from that
12 examination.

13 [QUERY - OTHER SECTIONS ALLOW A SCHOOL BUS DRIVER
14 TO HOLD A COMMERCIAL DRIVERS LICENSE - SHOULD THIS
15 BE AMENDED IN THE COMPANION BILL?]

16 [20-9.1-3-4] Sec. 6. ~~Sec. 4: School Bus Drivers; Additional Physical~~
17 ~~Examinations:~~ A governing body may, at any time, require ~~any a school~~
18 **bus** driver operating a school bus for ~~its~~ **the** school corporation to
19 submit to a physical examination by ~~a licensed~~ **an** Indiana physician
20 selected by the corporation. The school corporation shall pay the cost
21 of an examination under this section.

22 [20-9.1-3-5] Sec. 7. ~~Sec. 5: Transportation or Fleet Contracts;~~
23 ~~Compensation:~~ When a school bus driver operates under a
24 transportation or fleet contract, the compensation for the school bus
25 driver or fleet contractor ~~shall be~~ **is** determined and fixed by the
26 contract on a per diem basis for the number of days **on which:**

27 ~~(a)~~ **(1)** the calendar of the school corporation provides that
28 students are to ~~be in attendance at~~ **attend** school;

29 ~~(b) on which~~ **(2)** the driver is required by the school corporation
30 to operate the bus on school related activities; and

31 ~~(c) on which~~ **(3)** inservice training is ~~either~~ required by statute or
32 authorized by the school corporation, including ~~but not limited to;~~
33 the safety meeting workshops required under ~~section 7~~ **section 9**
34 of this chapter.

35 [20-9.1-3-6] Sec. 8. ~~Sec. 6: School Bus Drivers; Employment~~
36 ~~Contract; Compensation:~~ The compensation of a school bus ~~drivers~~
37 **driver** who ~~are~~ **is** employed by a ~~public~~ school corporation on a school
38 year basis under an employment contract shall be fixed in the
39 employment contract.

40 [20-9.1-3-7] Sec. 9. ~~Sec. 7: Annual Safety Meeting; Attendance~~
41 ~~Required:~~ Every A school bus driver, including ~~those a school bus~~
42 **driver** who ~~drive drives a buses bus~~ for a ~~private schools;~~ **nonpublic**
43 **school**, ~~is required to~~ **shall** attend an annual safety meeting or
44 workshop. ~~No A safety meeting or workshop shall~~ **may not** exceed two
45 (2) days ~~in duration~~ in any one (1) calendar year.

46 [20-9.1-3-7.5] Sec. 10. ~~Sec. 7.5: (a) Any~~ **An** individual ~~without a~~



~~minimum of who does not have at least~~ thirty (30) days experience in driving a school bus during the three (3) year period immediately preceding the effective date of the individual's assignment as ~~the a~~ **school bus** driver of a school bus for ~~any a~~ public or private **nonpublic** school ~~which that is commissioned accredited~~ by the state board of education within Indiana shall satisfactorily complete a preservice school bus driver safety education training course. The course may not exceed forty (40) hours. ~~in duration.~~

(b) Course attendance must be completed:

(1) ~~prior to before~~ the assignment of ~~any person an individual~~ required to take the course as ~~the a school bus driver; of a school bus;~~ or

(2) if immediate assignment is necessary, upon the completion of the next scheduled course following the assignment.

(c) The state superintendent ~~of public instruction~~ shall provide instructors, adequate meeting facilities, registration forms, a uniform course of instruction, and all other necessary materials for the preservice school bus driver safety education meetings.

[20-9.1-3-8] Sec. 11. ~~Sec. 8: Annual Safety Meetings, Time and Place.~~ The ~~state school bus~~ committee shall fix the **date**, time, and place for **the** annual safety meetings or workshops.

[20-9.1-3-9] Sec. 12. ~~Sec. 9: Annual Safety Meetings, Responsibility to Conduct.~~ The ~~state school bus~~ committee and the superintendent of the ~~Indiana~~ state police **department** shall provide instructors, adequate meeting facilities, and all other necessary facilities for the annual school bus driver safety meetings or workshops. The ~~state school bus~~ committee and the state police superintendent shall also prepare and furnish a uniform course of instruction to be used in the meetings or workshops.

[20-9.1-3-10] Sec. 13. ~~Sec. 10: Annual Safety Meeting, Registration.~~

(a) The ~~state school bus~~ committee shall provide a uniform system for the registration of school bus drivers who are required to attend the annual safety meetings or workshops. This registration system ~~shall~~ **must do the following:**

(1) Accurately reflect the attendance of each **school bus** driver at each session of the annual meeting ~~of or~~ workshop.

(2) **Provide a registration form indicating** ~~The registration form shall indicate~~ the **school bus** driver's name ~~his and~~ legal address, and the name of the school ~~he~~ **the school bus driver** represents.

(b) The state superintendent ~~of public instruction~~ shall supervise registration of **school bus** drivers at the annual safety meetings or workshops.

(c) The ~~administrative head~~ **principal** of each school shall prepare and collect the attendance records of ~~its~~ **school bus** drivers who attend any safety meeting or workshops and shall make a written report of ~~them the attendance records~~ to the state superintendent ~~of public~~



instruction within **not more than** ten (10) days after the meeting or workshop.

(d) Records of attendance shall be filed in the office of the state superintendent of public instruction and maintained there as public records for at least three (3) years.

[20-9.1-3-11] Sec. 14. ~~Sec. 11. Annual Safety Meeting; Non-attendance; Penalty.~~ If a school bus driver for a public school corporation fails or refuses to attend ~~any~~ a school bus driver meeting or workshop, the governing body of the school corporation shall deduct one (1) day's compensation for each day of absence.

[20-9.1-3-11.5] Sec. 15. ~~Sec. 11.5:~~ (a) ~~Every~~ The driver of a school bus for ~~any~~ a public or ~~private~~ **nonpublic** school ~~which that~~ is ~~commissioned~~ **accredited** by the state board of education shall ~~be required to~~ have in ~~his~~ **the school bus driver's** possession, while transporting passengers, a certificate ~~which that~~ states ~~he that the~~ **school bus driver** has:

(1) enrolled in or completed a course in school bus driver safety education as required under sections ~~7 9~~ and ~~7.5 10~~ of this chapter; or ~~has~~

(2) operated a school bus **at least** thirty (30) ~~or more~~ days during the three (3) year period preceding the effective date of ~~his the~~ **school bus driver's** employment.

(b) A certificate of enrollment in or completion of the course or courses in school bus driver safety education shall be prescribed by the ~~Indiana state school bus~~ committee and completed by the designated representative of the ~~Indiana state school bus~~ committee.

(c) ~~Any~~ A driver of a school bus who fails to complete the school bus driver safety education course or courses, as required, shall be reported to the ~~state school bus~~ committee and to the school ~~district~~ **corporation** where the **school bus** driver is employed or under contract. [QUERY: Who is required to make the report?]

(d) ~~Any~~ A driver of a school bus who fails to complete the school bus driver safety education course or courses, as required, may not drive a school bus within Indiana while transporting ~~any school children~~ **a student**.

[20-9.1-5-22(a)] Sec. 16. A person who violates this chapter commits a Class C misdemeanor. [QUERY: Is a culpability standard needed?]

Chapter 9. Use of School Buses

[20-9.1-5-1] Sec. 1. ~~No~~ (a) This section does not apply to the use of school buses owned and operated by:

(1) a nonpublic school; or

(2) a nonprofit agency with primary responsibility for the habilitation or rehabilitation of developmentally or physically disabled individuals.

(b) Except as provided under sections 2 through 15 of this



chapter, a person shall may not operate or permit the operation of **any** a school bus on **any a** highway in Indiana for **any a** private purpose or for **any a** purpose other than transportation of eligible **school children students** to and from school. **except as authorized by sections 1-5 through 9 of this chapter. However, this restriction does not apply to the use of school buses owned and operated by any a private school or any nonprofit agency with primary responsibility for the habilitation or rehabilitation of developmentally disabled or physically disabled persons.**

[20-9.1-5-1.5] Sec. 2. ~~Sec. 1-5: Use of School Buses; Persons Sixty-five Years of Age or Older.~~ The governing body of **any a** school corporation may ~~permit; allow~~, by written authorization, the use of a school ~~buses bus~~ for the transportation of adults **at least** sixty-five (65) years of age. ~~and older.~~

[20-9.1-5-2] Sec. 3. ~~Sec. 2:~~ (a) The governing body of a school corporation may ~~permit; allow~~, by written authorization, the use of a school ~~buses bus~~ for transportation of eligible **school children students** and necessary adult chaperones or of adults to and from an activity **which that** is ~~either~~ sponsored, controlled, supervised, or participated in by the governing body. The number and qualifications of adult chaperones under this section may be determined by the governing body.

(b) The governing body may ~~permit; allow~~, by written authorization, the use of a school ~~buses bus~~ for transportation of **children students** and necessary adult chaperones to and from **an** educational or recreational ~~activities activity~~ approved or sponsored by a political subdivision if:

- (1) the transportation originates from a place within the geographical limits of the school ~~district corporation~~ served by the affected bus;
- (2) the persons transported are **Indiana** residents; ~~of Indiana;~~ and
- (3) the trip does not involve more than two hundred (200) miles of travel out of state.

[20-9.1-5-2.1] Sec. 4. ~~Sec. 2-1:~~ (a) The governing body of a school corporation may, by written authorization, ~~permit allow~~ the use of a school ~~buses bus~~ for transportation:

- (1) of preschool children who attend preschool offered by the school corporation or under a contract entered into by the school corporation to and from the preschool facility site; and
- (2) subject to the geographic and residency requirements set forth in section ~~2(b)~~ **3(b)** of this chapter, of preschool children and necessary adult chaperones to and from **an** educational or recreational ~~activities activity~~ approved or sponsored by the governing body for the preschool children.

(b) The number and qualifications of adult chaperones under subsection (a)(2) may be determined by the governing body.



[20-9.1-5-2.6] Sec. 5. ~~Sec. 2-6.~~ (a) A special purpose bus **may be used:**

(1) ~~may be used~~ by a school corporation to provide regular transportation of ~~school children~~ **a student** between one (1) school and another school but not between ~~their~~ **the student's** residence and the school;

(2) ~~may be used~~ to transport ~~school children~~ **students** and their supervisors, including coaches, managers, and sponsors to athletic **or** other extracurricular school activities and field trips; and

(3) ~~may be used~~ by a school corporation to provide transportation between ~~their~~ **an individual's** residence and the school for ~~persons~~ **an individual** enrolled in a special program for the habilitation or rehabilitation of developmentally disabled or physically disabled persons.

(b) The mileage limitation of section ~~2~~ **3** of this chapter does not apply to special purpose buses.

(c) The operator of a special purpose bus must be at least twenty-one (21) years of age, ~~must~~ be authorized by the school corporation, and ~~must~~ meet the following requirements:

(1) If the **special purpose** bus has a capacity of less than sixteen (16) passengers, the operator must hold a valid operator's, chauffeur's, or public passenger chauffeur's license.

(2) If the **special purpose** bus has a capacity of more than fifteen (15) passengers, the operator must meet the requirements for a school bus driver set out in ~~IC 20-9.1-3.~~ **IC 20-27-8.**

(d) A special purpose bus is not required to be constructed, equipped, or painted as specified for school buses under this article or by the rules of the ~~state school bus~~ committee.

(e) An owner or operator of a special purpose bus, other than ~~one~~ **a special purpose bus** owned or operated by a school corporation or a **private nonpublic** school, is subject to IC 8-2.1.

[20-9.1-5-3.5] Sec. 6. ~~Sec. 3-5.~~ (a) In addition to the exemptions granted in this chapter and notwithstanding ~~the provisions of~~ section ~~18~~ **16** of this chapter, ~~any~~ **a** school corporation may ~~permit~~ **allow** a school bus operated under a fleet or transportation contract, and not owned in whole or in part by a public agency, to be used for ~~transporting the transportation of~~ **any** a group or **an** organization for any distance, if that group or organization agrees to maintain the condition of the **school** bus and to maintain order on the **school** bus while in use.

(b) When authorizing ~~such~~ transportation **described in subsection (a)**, the school corporation shall require the owner of the **school** bus to:

(1) obtain written authorization of the superintendent of the contracting school corporation;

(2) clearly identify the **school** bus with the name of the sponsoring group; and

(3) provide proof to the superintendent and the sponsoring group



of financial responsibility, as required by IC 9-25 and
~~IC 20-9.1-2-6~~ **IC 20-27-5-9** for ~~such the~~ transportation.

(c) The governing body of a school corporation may ~~permit~~, **allow**,
 by written authorization, the use of ~~a school buses bus~~ owned in whole
 or in part by the school corporation for the transportation needs of a fair
 or festival operated by or affiliated with a nonprofit organization
 exempt from federal taxation under Section 501(c)(3) through
 501(c)(7) of the Internal Revenue Code.

[20-9.1-5-3.6] Sec. 7. ~~Sec. 3-6:~~ (a) As used in this section,
 "developmentally disabled person" means a person who has a
 developmental disability (as defined in IC 12-7-2-61).

(b) A special education cooperative operating under IC 36-1-7,
~~IC 20-1-6-20~~, **IC 20-35-5-1**, or IC 20-5-11[??] or a school corporation
 may enter into an agreement with a state supported agency serving
 developmentally disabled persons ~~whereby in which a school buses~~
~~bus~~ or special purpose ~~buses bus~~ used by the special education
 cooperative or school corporation may be used to transport
 developmentally disabled persons who:

(1) are **at least** two (2) years of age; ~~or older~~; and

(2) live within the boundaries of the special education cooperative
 or school corporation;

to and from programs for the developmentally disabled.

(c) An increased cost of transportation for developmentally disabled
 persons not reimbursed under IC 21-3-3.1 shall be borne by the persons
 transported or the state supported agency serving the developmentally
 disabled. However, a developmentally disabled person may not be
 required to pay for transportation provided under this section ~~where if~~
 the required payment is contrary to law.

[20-9.1-5-4] Sec. 8. ~~Sec. 4: Use of School Buses; Employee~~
~~Meetings:~~ (a) The governing body of a school corporation may use ~~a~~
 school ~~buses bus~~ to transport school employees to and from ~~a meetings~~
~~meeting which are that is~~ authorized or required for the employees
 either locally or by the state. This includes ~~but is not limited to~~; a
 meeting conducted by the local school corporation.

[20-9.1-5-5] Sec. 9. ~~Sec. 5: Use of School Buses; Public Emergency:~~
 The governing body of a school corporation may ~~authorize~~ **allow** the
 use of ~~its a school buses bus~~ during ~~any a~~ local, state, or national
 emergency when requested by any governmental authority.

[20-9.1-5-6] Sec. 10. ~~Sec. 6:~~ (a) The governing body of a school
 corporation may ~~permit~~ **allow** the use of ~~its a school buses bus~~ for the
 transportation of agricultural workers engaged in cultivating,
 producing, or harvesting crops.

(b) ~~Any A school~~ bus used under this section may transport only the
~~school~~ bus driver, a supervisor or foreman, ~~school children~~, **students**,
 and ~~duly~~ enrolled college ~~and or~~ university students.

(c) When a **school** bus is used to transport agricultural workers, a



sign shall be displayed on the front and on the rear of the ~~vehicle~~
school bus. The sign ~~shall~~ **must** carry the words "Agricultural
 Workers" in letters ~~not less than~~ **at least** four (4) inches in height.
 These signs may be removed or covered whenever the **school bus** is not
 being used to transport agricultural workers.

(d) Notwithstanding any other provision of this article or IC 9, if a
 school bus:

(1) is:

(A) registered as a school bus; and

(B) in compliance with all safety and equipment related
 requirements for a school bus;
 in a state other than Indiana;

(2) while in Indiana is used solely to transport agricultural
 workers employed to de-tassel corn; and

(3) is operated in accordance with subsection (e);

the out-of-state school bus may be operated for not more than sixty (60)
 days in ~~any~~ **a** calendar year in Indiana without meeting the inspection
 and safety requirements of this article.

(e) Before operating a **school bus** described in subsection (d), ~~a~~
~~person~~ **an individual** must:

(1) be licensed to operate ~~buses~~ **a school bus** in:

(A) the state in which the **school bus** is registered; or

(B) Indiana; and

(2) annually give written notice to the ~~state school bus~~ committee
 at least ten (10) days before the school bus is operated in Indiana
 of the:

(A) jurisdiction in which the school bus has been registered
 and inspected for safety and equipment related requirements;

(B) approximate dates that the **school bus** will be operated in
 Indiana; and

(C) license plate number of the school bus.

[20-9.1-5-6.5] Sec. 11. ~~Sec. 6-5-~~ (a) As used in this section, "day
 care center" means an institution operated primarily for the purpose of
 providing:

(1) care;

(2) maintenance; or

(3) supervision and instruction;

to children who are less than six (6) years of age and are separated
 from their parent, guardian, or custodian for more than four (4) hours
 but less than twenty-four (24) hours a day for at least ten (10)
 consecutive workdays.

(b) ~~Any~~ **A:**

(1) day care center; or

(2) nonprofit agency with primary responsibility for the
 habilitation or rehabilitation of developmentally disabled or
 physically disabled persons;



may own, operate, lease, or contract for a school bus ~~which that~~ meets the color, equipment, and other requirements of the ~~state school bus~~ committee.

(c) ~~This~~ **The school** bus must be used only for the purpose of transporting:

- (1) persons in the care of the **day care** center or agency; and
- (2) supervisors of those persons;

to and from educational, social, recreational, or occupational functions.

(d) If an entity described in subsection (b) acquires:

- (1) a school bus; or
- (2) the use of a school bus;

authorized under subsection (b), each driver of the school bus authorized by the entity must comply with the requirements imposed upon persons transporting ~~school children~~ **students** under ~~IC 20-9.1-3~~ **IC 20-27-8** in order to be certified by the department of education as a school bus driver.

[20-9.1-5-6.6] Sec. 12. ~~Sec. 6.6:~~ (a) As used in this section, "child care center" means a nonresidential building where at least one (1) child receives child care from a provider licensed under IC 12-17.2-4:

- (1) while unattended by a parent, legal guardian, or custodian;
- (2) for regular compensation; and
- (3) for more than four (4) hours but less than twenty-four (24) hours in each of ten (10) consecutive days per year, excluding intervening Saturdays, Sundays, and holidays.

(b) This subsection does not apply to a developmentally disabled or physically disabled person who is provided transportation by a school corporation by means of a special purpose bus as provided in section ~~2-6(a)(3)~~ **5(a)(3)** of this chapter. An individual or entity who transports children in the care of a:

- (1) preschool operated by a school corporation;
- (2) public elementary school; or
- (3) public secondary school;

on a public highway (as defined in IC 9-25-2-4) within or outside of Indiana shall transport the children only in a school bus. However, a special purpose bus may be used for transportation of the children to activities other than regular transportation between the residences of the children and the school.

(c) An individual or entity ~~who that~~ transports children in the care of a child care center on a public highway (as defined in IC 9-25-2-4) within or outside of Indiana in a vehicle designed and constructed for the accommodation of more than ten (10) passengers shall transport the children only in a school bus or a special purpose bus.

(d) The operator of a:

- (1) school bus that transports children as required under subsection (b) or (c) ~~shall~~ **must** meet the requirements of ~~IC 20-9.1-3~~ **IC 20-27-8**; and



(2) special purpose bus that transports children as required under subsection (b) or (c) ~~shall~~ **must** meet the requirements of section ~~2-6(c)~~ **5(c)** of this chapter.

(e) This section does not prohibit the use of a public transportation system for the transportation of children if the motor carriage used is designed to carry **at least** twenty (20) ~~or more~~ passengers.

(f) This section does not prohibit a:

- (1) preschool operated by a school corporation;
- (2) public elementary school;
- (3) public secondary school; or
- (4) child care center;

from contracting with a common carrier for incidental charter bus service for non-regular transportation ~~as long as if~~ the carrier and the carrier's motor coach comply with the Federal Motor Carrier Safety Regulations as prescribed by the United States Department of Transportation Federal Highway Administration.

[20-9.1-5-22] (g) **Notwithstanding section 17 of this chapter, a person who violates this section commits a Class B infraction. [QUERY: Is a culpability standard needed?]**

[20-9.1-5-7] Sec. 13. ~~Sec. 7: Use of School Buses; Maintenance and Repair.~~ The governing body of a school corporation may ~~permit~~ **allow** its **school** buses to travel to and from a garage or repair area for the ~~purpose of~~ maintenance or repair.

[20-9.1-5-8] Sec. 14. ~~Sec. 8: Use of School Buses; Proof of Financial Responsibility.~~ The governing body of a school corporation ~~which that~~ authorizes the operation of a school bus under sections 1 through ~~7~~ **13** of this chapter shall file proof of financial responsibility as required by IC 9-25.

[20-9.1-5-9] Sec. 15. ~~Sec. 9: Responsibility for Funds from Transportation.~~ The governing body of each school corporation shall have sole control of and shall account for all funds received for the transportation of ~~school children~~ **students** and the transportation of other groups authorized by sections 1 through ~~8~~ **14** of this chapter.

[20-9.1-5-18] Sec. 16. ~~Sec. 18: Bus Not Used to Transport Children; Modifications.~~ Whenever a school bus is purchased for and is being used for any purpose except to transport ~~school children;~~ **students**, the purchaser shall:

- ~~(a)~~ **(1)** remove the flasher lights;
- ~~(b)~~ **(2)** remove the stop arm; and
- ~~(c)~~ **(3)** paint the bus any color except the national standard school bus chrome yellow.

[20-9.1-5-22] Sec. 17. ~~Sec. 22: (a) Except as provided in subsection (b), or in another section of this article;~~ **section 12 of this chapter, [QUERY: OK to strike "another section of this article"?]** a person who violates **this** chapter ~~2, 2-5, 3, 4, or 5 of this article~~ commits a Class C misdemeanor. **[QUERY: Is a culpability standard needed?]**



(b) A person who violates section 6.6 of this chapter commits a Class B infraction.

Chapter 10. School Bus Safety

[20-9.1-5-13] Sec. 1. ~~Sec. 13. Loading Conveniences.~~ In order To promote safety in school bus operations, school corporations shall cooperate with the civil divisions [QUERY: Units?] of local and state government to provide necessary loading and unloading conveniences as an accessory to public streets and highways. The cost of providing these conveniences shall be paid by the civil divisions [QUERY: Units?] of government.

[20-9.1-5-19] Sec. 2. ~~Sec. 19. Discipline on Bus.~~ When school children students are being transported on a school bus, they the students are under the supervision, direction, and control of the school bus driver and are subject to disciplinary measures by the school bus driver and the governing body of the school corporation.

[20-9.1-5-20] Sec. 3. ~~Sec. 20. Capacity of Bus.~~ A governing body shall may not require a school bus driver to transport school children students for which no whom a regular seat is not available in the school bus.

[20-9.1-5-22] Sec. 22. (a) Except as provided in subsection (b); or in another section of this article; Sec. 4. A person who violates this chapter 2; 2.5; 3; 4; or 5 of this article commits a Class C misdemeanor. [QUERY: Is a culpability standard needed?]

(b) A person who violates section 6.6 of this chapter commits a Class B infraction.

Chapter 11. Transportation Costs

[20-9.1-7-1] Sec. 1. ~~Transportation Costs; Certain Parochial School Students; No Charge.~~ (a) When school children If a student who are attending attends a parochial nonpublic school in any a school corporation reside resides on or along the highway constituting the regular route of a public school bus, the governing body of the school corporation shall provide transportation for them the nonpublic school student on the school bus. This

(b) The transportation provided under this section shall must be from their the home of the nonpublic school student homes; or from some a point on the regular route nearest or most easily accessible to their homes the home of the nonpublic school student to and from the parochial nonpublic school or to and from the point on the regular route which that is nearest or most easily accessible to the parochial nonpublic school.

[20-9.1-7-2] Sec. 2. ~~Transportation Costs; Children Living on State Owned Property.~~ All school children (a) Except as provided in subsection (b), a student who reside resides on state owned property and attend attends any a public school away from their the student's residence shall be furnished transportation in a public school buses bus to and from their the student's residence and the public school they



~~attend: the student attends.~~ Expenses for ~~this the~~ transportation shall be paid out of the ~~state~~ general fund, ~~of the state~~; without further appropriation, on allowance by the state superintendent. ~~of public instruction. However,~~

(b) This section ~~shall~~ **does** not apply to ~~school children~~ **students** who reside on property owned by Indiana University, Purdue University, Ball State University, or Indiana State University.

[20-9.1-7-3] Sec. 3. ~~Transportation Costs; Certain High School Pupils. Where~~ **(a)** If a school corporation does not maintain or operate a high school and ~~any or all of the a~~ high school ~~pupils~~ **student** who ~~reside~~ **resides** in ~~that the school~~ corporation ~~are~~ **is** transferred to attend a high school in a contiguous school corporation, the governing bodies of the school corporations may enter into an agreement for the transportation of ~~these pupils. the student.~~

(b) The agreement ~~shall under subsection (a)~~ **must** specify that the transportation shall be provided by the receiving **school** corporation and that the costs of transportation shall be paid by ~~the losing~~ **transferring school** corporation out of ~~its the school corporation's~~ special school funds. The costs of transportation shall be calculated from the per capita cost for each ~~pupil~~ **student** transported and shall be mutually agreed upon **by** both governing bodies. Payment of transportation charges shall be made at the same time and in the same manner as payments of transfer tuition are made for transferred ~~pupils. students.~~

[20-9.1-7-4] Sec. 4. ~~Transportation Costs; Contracts.~~ The governing body of a school corporation ~~which that~~ transfers ~~any school children~~ **a student** to another school corporation may contract with the receiving corporation for the ~~furnishing~~ **provision** of transportation costs for the transferred ~~children. student.~~

SECTION 2. IC 20-28 IS ADDED TO THE INDIANA CODE AS A NEW ARTICLE TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2005]:

ARTICLE 28. SCHOOL TEACHERS

Chapter 1. Definitions

Sec. 1. The definitions in this chapter apply throughout this article.

[20-6.1-3-7.1] Sec. 2. ~~Sec. 7.1.~~ **(a)** As used in this section, "Applicant" refers to an applicant for:

- (1) a new license;
- (2) a renewal license; or
- (3) a substitute teacher certificate;

issued by the board.

[20-6.1-1-7.1] Sec. 3. ~~Sec. 7.1.~~ As used in this article, "Assistant superintendent" means an assistant to the superintendent of schools, generally referred to as an assistant superintendent, a deputy superintendent, or an associate superintendent. **[QUERY: Can this**



1 sentence end after "schools"? Does the last half of the sentence add
2 anything?]

3 [20-1-1.4-1] [20-6.1-3-1.5] Sec. 4. ~~Sec. 1-5. Notwithstanding~~
4 ~~IC 20-6.1-1-1[??]~~, as used in this chapter, "Board" refers to the
5 professional standards board established by ~~IC 20-1-1-4. IC 20-28-2-1.~~

6 [20-6.1-1-2] Sec. 5. ~~Sec. 2. Definition, "Defense Service": As used~~
7 ~~in this article, the term~~ "Defense service" refers to the United States
8 military service, the United States naval service, and the allied or
9 auxiliary war service, including the Red Cross, Salvation Army, and
10 other similar services connected with the ~~country's~~ armed forces **of the**
11 **United States.**

12 [20-6.1-3-7.1] Sec. 6. ~~(c) As used in this section,~~ "Disposition" has
13 the meaning set forth in IC 10-13-3-7.

14 [20-6.1-1-4] Sec. 7. ~~Sec. 4. (a) As used in this article, the term~~
15 "License" refers to ~~any a~~ document issued by the professional standards
16 board ~~established by IC 20-1-1-4 which that~~ grants permission to serve
17 as a particular kind of teacher. The term includes ~~but is not necessarily~~
18 ~~limited to~~ any certificate or permit issued by the professional standards
19 board.

20 ~~(b) As used in this article, the term "kind of license" refers to the~~
21 ~~various types and grades of licenses.~~

22 [20-6.1-3-7.1(b)] Sec. 8. ~~(b) As used in this section,~~ "Limited
23 criminal history" has the meaning set forth in IC 10-13-3-11.

24 [20-6.1-4-21] Sec. ~~21. As used in this section and sections 22~~
25 ~~through 25 of this chapter, the following terms have the following~~
26 ~~meanings:~~

27 Sec. 9. ~~(1) "Local director" of special education"~~ means an
28 individual who **is:**

29 ~~(A) is (1)~~ licensed as a director of special education by the
30 department; and

31 ~~(B) is (2)~~ employed as a director of special education by ~~the a~~
32 managing body.

33 [20-6.1-4-21] Sec. 10. ~~(2) "Managing body" refers to:~~

34 ~~(A) (1)~~ the governing body;

35 ~~(B) (2)~~ the board of managers (as defined in ~~IC 20-1-6-20(a)(4);~~
36 **IC 20-35-5-1(a)(4);** or

37 ~~(C) (3)~~ any other governing entity;

38 that has the responsibility for administering the school corporation's
39 special education program or a special education cooperative organized
40 under ~~IC 20-1-6-20, IC 20-35-5-1, IC 20-5-11[??], or IC 36-1-7.~~

41 [20-1-1.9-2] Sec. 11. ~~Sec. 2. As used in this chapter,~~ "School
42 psychology" means the following:

43 (1) Administering, scoring, and interpreting educational,
44 cognitive, career, vocational, behavioral, and affective tests and
45 procedures that address a student's:

46 (A) education;



(B) developmental status;
 (C) attention skills; and
 (D) social, emotional, and behavioral functioning;
 as they relate to the student's learning or training in the academic
 or vocational environment.

(2) Providing consultation, collaboration, and intervention
 services (not including psychotherapy) and providing referral to
 community resources to:

- (A) students;
- (B) parents of students;
- (C) teachers;
- (D) school administrators; and
- (E) school staff;

concerning learning and performance in the educational process.

(3) Participating in or conducting research relating to a student's
 learning and performance in the educational process:

- (A) regarding the educational, developmental, career,
 vocational, or attention functioning of the student; or
- (B) screening social, affective, and behavioral functioning of
 the student.

(4) Providing inservice or continuing education services relating
 to learning and performance in the educational process to schools,
 parents, or others.

(5) Supervising school psychology services.

The term does not include the diagnosis or treatment of mental and
 nervous disorders, except for conditions and interventions provided for
 in state and federal mandates affecting special education and
 vocational evaluations as the evaluations relate to the assessment of
 handicapping conditions and special education decisions or as the
 evaluations pertain to the placement of children and developmentally
 disabled adults.

[20-6.1-1-4] Sec. 12. (b) ~~As used in this article, the term "kind~~
"Type of license" refers to the various types and grades of licenses
issued by the board.

[20-6.1-1-1] Sec. 1. ~~As used in this article, unless the context~~
~~requires otherwise, the term "board" refers to the Indiana state board of~~
~~education.~~

[20-6.1-1-2.5] Sec. 2.5: ~~As used in this article, "department" refers~~
~~to the department of education established under IC 20-1-1.1-2[??].~~

[20-6.1-1-3] Sec. 3: ~~As used in this article, the term "governing~~
~~body" means any township trustee and the township board of a school~~
~~township; any board of school commissioners; any metropolitan board~~
~~of education; any board of trustees; or any other board or commission~~
~~charged by law with the responsibility of administering the affairs of a~~
~~school corporation.~~

[20-6.1-1-5] Sec. 5: Definition: "School Corporation": ~~As used in~~



1 this article, the term "school corporation" means any public school
 2 corporation established by and under the laws of the state. The term
 3 includes but is not necessarily limited to; any school city; school town;
 4 school township; consolidated school corporation; metropolitan school
 5 district; township school corporation; county school corporation; united
 6 school corporation; or any community school corporation.

7 [20-6.1-1-6] Sec. 6: Definition, "State Superintendent": As used in
 8 this article, the term "state superintendent" refers to the Indiana state
 9 superintendent of public instruction.

10 [20-6.1-1-7] Sec. 7: Definition, "Superintendent": As used in this
 11 article, the term "superintendent" means the chief administrative officer
 12 of a school corporation; generally referred to as the superintendent of
 13 schools; except that, in the case of a township school, the term refers
 14 to the county superintendent of schools.

15 [20-6.1-1-8] Sec. 8: Definition, "Teacher": As used in this article,
 16 the term "teacher" means a professional person whose position in the
 17 school corporation requires certain teacher training preparations and
 18 licensing. The term includes, but is not limited to; any superintendent;
 19 supervisor; principal; attendance officer; teacher; or librarian.

20 [20-6.1-1-9] Sec. 9: Gender; Number: (a) Whenever a masculine
 21 gender pronoun is used in this article, it refers to the masculine;
 22 feminine; or neuter; whichever is appropriate.

23 (b) The singular form of any noun used in this article includes the
 24 plural; and the plural includes the singular; where appropriate.

25 Chapter 2. Professional Standards Board

26 [20-1-1.4-1] Sec. 1: Notwithstanding IC 20-1-1.1-1, as used in this
 27 chapter, "board" refers to the professional standards board established
 28 by section 2 of this chapter.

29 [20-1-1.4-2] Sec. 1. ~~Sec. 2:~~ (a) The professional standards board is
 30 established to govern teacher training and licensing programs.

31 (b) Notwithstanding any other law, the board and the board's staff
 32 have the sole authority and responsibility for making recommendations
 33 concerning and ~~otherwise~~ governing teacher training and teacher
 34 licensing matters.

35 [20-1-1.4-3] Sec. 2. ~~Sec. 3:~~ (a) The board consists of nineteen (19)
 36 voting members.

37 (b) **Except as otherwise provided**, each voting member of the
 38 board described in this subsection ~~and subsections (c) and (d)~~ must
 39 ~~hold an Indiana teacher's license and must~~ be actively employed by a
 40 school corporation. ~~unless otherwise provided:~~ Eighteen (18) members
 41 shall be appointed by the governor as follows:

42 (1) One (1) member must hold a license and be actively employed
 43 in a public school as an Indiana school superintendent.

44 (2) Two (2) members must:

45 (A) hold licenses as public school principals;

46 (B) be actively employed as public school principals; and



- 1 (C) be employed at schools having dissimilar grade level
 2 configurations.
- 3 (3) One (1) member must:
- 4 (A) hold a license as a special education director; and
- 5 (B) be actively employed as a special education director in:
- 6 (i) a school corporation; or
- 7 (ii) a public school special education cooperative.
- 8 (4) One (1) member must be a member of the governing body of
 9 a school corporation but is not required to be actively employed
 10 by a school corporation or to hold an Indiana teacher's license.
- 11 (5) Three (3) members must meet the following conditions:
- 12 (A) Represent Indiana teacher training units within Indiana
 13 public and private institutions of higher education.
- 14 (B) Hold a teacher's license but not necessarily an Indiana
 15 teacher's license.
- 16 (C) Be actively employed by the respective teacher training
 17 units. ~~but~~
- 18 **The members described in this subdivision** are not required to
 19 be employed by a school corporation.
- 20 (6) Nine (9) members must be licensed and actively employed as
 21 Indiana public school teachers in the following categories:
- 22 (A) At least one (1) member must hold an Indiana standard
 23 early childhood education license.
- 24 (B) At least one (1) member must hold an Indiana teacher's
 25 license in elementary education.
- 26 (C) At least one (1) member must hold an Indiana teacher's
 27 license for middle/junior high school education.
- 28 (D) At least one (1) member must hold an Indiana teacher's
 29 license in high school education.
- 30 (7) One (1) member must be a member of the business
 31 community in Indiana but is not required to be actively employed
 32 by a school corporation or to hold an Indiana teacher's license.
- 33 (c) Each member described in subsection (b)(6) must be licensed
 34 and actively employed as a practicing teacher in at least one (1) of the
 35 following areas to be appointed:
- 36 (1) At least one (1) member must be licensed in special education.
- 37 (2) At least one (1) member must be licensed in vocational
 38 education.
- 39 (3) At least one (1) member must be employed and licensed in
 40 student services, which may include school librarians or
 41 psychometric evaluators.
- 42 (4) At least one (1) member must be licensed in social science
 43 education.
- 44 (5) At least one (1) member must be licensed in fine arts
 45 education.
- 46 (6) At least one (1) member must be licensed in English or



language arts education.

(7) At least one (1) member must be licensed in mathematics education.

(8) At least one (1) member must be licensed in science education.

(d) At least one (1) ~~of the voting members~~ **member** described in ~~subsections~~ **subsection (b) and (c)** must be a parent of a student enrolled in a public preschool or public school within a school corporation in either kindergarten or any of grades 1 through 12.

(e) The state superintendent shall serve as an ex officio voting member of the board. The state superintendent may make recommendations to the governor as to the appointment of members on the board.

[20-1-1.4-4] Sec. 3. ~~Sec. 4.~~ The term of office for the appointed members of the board is four (4) years.

[20-1-1.4-5] Sec. 4. ~~Sec. 5.~~ The ~~chairman~~ **chairperson** of the board shall be elected by a majority of the members of the board from among the members of the board for a term of one (1) year. A member may be reelected to serve as a ~~chairman~~ **chairperson** for subsequent terms.

[20-1-1.4-6] Sec. 5. ~~Sec. 6.~~ (a) Each member of the board who is not a state employee is not entitled to the minimum salary per diem provided by IC 4-10-11-2.1(b). ~~Such a~~ **The** member is, however, entitled to reimbursement for traveling expenses and other expenses actually incurred in connection with the member's duties, as provided in the state travel policies and procedures established by the Indiana department of administration and approved by the budget agency.

(b) Each member of the board who is a state employee is entitled to reimbursement for traveling expenses and other expenses actually incurred in connection with the member's duties, as provided in the state travel policies and procedures established by the Indiana department of administration and approved by the budget agency.

[20-1-1.4-7] Sec. 6. ~~Sec. 7.~~ (a) In addition to the powers and duties set forth in ~~IC 20-6-1~~, **IC 20-28, this article**, the board shall adopt rules under IC 4-22-2 to do the following:

- (1) Set standards for teacher licensing and administer a professional licensing and certification process.
- (2) Approve or disapprove teacher preparation programs.
- (3) Set fees to be charged in connection with teacher licensing.
- (4) Suspend, revoke, or reinstate teacher licenses.
- (5) Enter into ~~agreement~~ **agreements** with other states to acquire reciprocal approval of teacher preparation programs.
- (6) Set standards for teacher licensing ~~relative to~~ **concerning** new subjects of study.
- (7) Evaluate work experience and military service ~~relative to~~ **concerning** higher education and experience equivalency.
- (8) Perform any other action that:



(A) relates to the improvement of instruction in the public schools through teacher education and professional development through continuing education; and ~~that~~

(B) attracts qualified candidates for teacher training from among the high school graduates of Indiana.

(9) Set standards for endorsement of school psychologists as independent practice school psychologists under ~~IC 20-1-1.9~~.

IC 20-28-12.

(b) Notwithstanding subsection (a)(1), ~~a person shall earn an individual is entitled to~~ one (1) year of occupational experience for purposes of obtaining an occupational specialist certificate under this article for each year the ~~person~~ **individual** holds a license under IC 25-8-6.

[20-1-1.4-8] Sec. 7. ~~Sec. 8:~~ (a) The board may recommend to the general assembly for consideration ~~of the general assembly~~ measures relating to the board's powers and duties that improve the quality of teacher preparation or teacher licensing standards.

(b) The board shall submit to the general assembly before November 1 of each year a report detailing the findings and activities of the board and including any recommendations developed by the board. **A report under this subsection must in an electronic format under IC 5-14-6.**

[20-1-1.4-9] Sec. 8. ~~Sec. 9:~~ (a) The board may, subject to approval by the budget agency, do the following:

(1) Establish advisory committees the board determines ~~are~~ necessary.

(2) Expend funds made available to the board according to policies established by the budget agency.

(b) The board shall comply with the requirements for submitting a budget request to the budget agency as set forth in IC 4-12-1.

[20-1-1.4-10] Sec. 9. ~~Sec. 10:~~ IC 4-21.5 applies to orders issued by the board.

Chapter 3. Teacher Education and Continuing Education

[20-6.1-2-1] Sec. 1. The ~~professional standards board established by~~ ~~IC 20-1-1.4~~ shall:

(1) arrange a statewide system of professional instruction for teacher training;

(2) accredit and inspect teacher training schools and departments ~~which that~~ comply with the rules of the professional standards board;

(3) recommend and approve courses for the training of particular kinds of teachers in accredited schools and departments; and

(4) specify the ~~kinds~~ **types** of licenses for graduates of approved courses.

[20-6.1-2-2] Sec. 2. (a) ~~Each~~ **An** accredited school ~~and or~~ department may use the word "accredited" in advertising ~~its~~ approved



courses and the ~~kind types~~ of teachers ~~it the school or department~~ is accredited to prepare. ~~Each~~ **An** accredited school ~~and or~~ department may enter into the student teaching agreements specified in IC 20-5-10[??].

(b) The ~~professional standards~~ board shall revoke ~~this the~~ right to use the word "accredited" when an accredited school or department refuses to abide by the ~~professional standards~~ board's rules.

[20-10.2-8-1] Sec. 3. ~~Sec. 4:~~ (a) The ~~professional standards~~ board, in consultation with the department, shall develop guidelines for use by accredited teacher training institutions and departments in preparing individuals to teach in various environments.

(b) The guidelines developed under subsection (a) must include courses and methods that assist individuals in developing cultural competency **(as defined in IC 20-31-2-5)**.

[20-6.1-2-3] Sec. 4. ~~Sec. 3: Continuing Education:~~ **Each A** governing body may adjourn ~~its the governing body's~~ schools for not more than three (3) days in a school year to allow teachers to participate in:

- (1) a session concerning agricultural instruction conducted in the county;
- (2) a meeting of a teachers' association; or
- (3) a visitation of model schools under a governing body's direction.

~~Each A~~ governing body shall pay ~~each a teacher his the teacher's~~ per diem salary for ~~that the teacher's~~ participation.

Chapter 4. Transition to Teaching Program

[20-6.1-3-11(a)] Sec. 1. ~~Sec. 11: (a)~~ As used in this ~~section;~~ **chapter**, "program" refers to the transition to teaching program established by ~~subsection (b):~~ **section 2 of this chapter**.

[20-6.1-3-11(b)] Sec. 2. ~~(b)~~ The transition to teaching program is established to accomplish the following:

- (1) Facilitate the transition into the teaching profession of competent professionals in fields other than teaching.
- (2) Allow competent professionals who do not hold a teaching license to earn and be issued a teaching license through participation in and satisfactory completion of the program.

[20-6.1-3-11(c)] Sec. 3. ~~(c)~~ Subject to the requirements of this ~~section;~~ **chapter**, the board shall develop and administer the program. The board shall determine the details of the program that are not included in this ~~section:~~ **chapter**.

[20-6.1-3-11(d)] Sec. 4. ~~(d)~~ Each accredited teacher training school and department **in Indiana** shall establish a course of study that constitutes the higher education component of the program. The higher education component required under this ~~subsection~~ **section** must comply with the following requirements:

- (1) Include the following study requirements:



(A) For a program participant who seeks to obtain a license to teach in grade 6 through grade 12, up to eighteen (18) credit hours of study or the equivalent that prepare a program participant to meet Indiana standards for teaching in the subject areas corresponding to the area in which the program participant has met the education requirements under ~~subsection (c)~~, **section 5 of this chapter**, unless the program participant demonstrates that the program participant requires fewer credit hours of study to meet Indiana standards for teaching.

(B) For a program participant who seeks to obtain a license to teach in kindergarten through grade 5, twenty-four (24) credit hours of study or the equivalent, which must include at least six (6) credit hours in the teaching of reading, that prepare a program participant to meet Indiana standards for teaching, unless the program participant demonstrates that the program participant requires fewer credit hours of study to meet Indiana standards for teaching.

(2) Focus on the communication of knowledge to students.

(3) Include suitable field or classroom experiences if the program participant does not have teaching experience.

[20-6.1-3-11(e)] Sec. 5. ~~(c) A person~~ **An individual** who wishes to participate in the program must have one (1) of the following qualifications:

(1) For a program participant who seeks to obtain a license to teach in grade 6 through grade 12, one (1) of the following:

(A) A bachelor's degree or the equivalent with a grade point average of **at least** three (3.0) on a four (4.0) **point** scale from an accredited institution of higher education in the subject area that the ~~person~~ **individual** intends to teach.

(B) A graduate degree from an accredited institution of higher education in the subject area that the ~~person~~ **individual** intends to teach.

(C) Both:

(i) a bachelor's degree from an accredited institution of higher education with a grade point average of **at least** two and five-tenths (2.5) on a four (4) point scale; and

(ii) five (5) years ~~of~~ professional experience;

in the subject area that the ~~person~~ **individual** intends to teach.

(2) For a program participant who seeks to obtain a license to teach in kindergarten through grade 5, one (1) of the following:

(A) A bachelor's degree or the equivalent with a grade point average of **at least** three (3.0) on a four (4.0) **point** scale from an accredited institution of higher education.

(B) Both:

(i) a bachelor's degree from an accredited institution of



higher education with a grade point average of **at least** two and five-tenths (2.5) on a four (4.0) point scale; and
(ii) five (5) years ~~of~~ professional experience in an education related field.

[20-6.1-3-11(f)] Sec. 6. ~~(f)~~ The board shall grant an initial standard license to a program participant who does the following:

(1) Successfully completes the higher education component of the program.

(2) Demonstrates proficiency through a written examination in:

(A) basic reading, writing, and mathematics;

(B) pedagogy; and

(C) knowledge of the areas in which the program participant is required to have a license to teach;

~~under section 10-1(a) of this chapter.~~ **IC 20-28-5-12(b).**

(3) Participates successfully in a beginning teacher internship program under IC 20-6.1-8 (repealed) that includes implementation in a classroom of the teaching skills learned in the higher education component of the program.

(4) Receives a successful assessment of teaching skills upon completion of the beginning teacher internship program **under subdivision (3)** from the administrator of the school where the beginning teacher internship program takes place, or, if the program participant does not receive a successful assessment, participates in the beginning teacher internship program for a second year as provided under IC 20-6.1-8-13 (repealed). The appeals provisions of IC 20-6.1-8-14 (repealed) apply to an assessment under this subdivision. **[QUERY: It's unclear how to deal with the references to the repealed statutes in subdivisions (3) and (4). This should probably be dealt with in a companion bill.]**

[20-6.1-3-11(g)] Sec. 7. ~~(g)~~ This ~~subsection~~ **section** applies to a program participant who has a degree described in ~~subsection (e)~~ **section 5 of this chapter** that does not include all the content areas of a standard license issued by the board. The board shall issue an initial standard license that is restricted to only the content areas in which the program participant has a degree unless the program participant demonstrates sufficient knowledge in other content areas of the license.

[20-6.1-3-11(h)] Sec. 8. ~~(h)~~ A school corporation may hire a program participant to teach only in the subject area in which the participant meets the qualifications set forth under ~~subsection (e)~~ **section 5 of this chapter.**

[20-6.1-3-11(i)] Sec. 9. ~~(i)~~ After receiving an initial standard license under ~~subsection (f) or (g)~~ **section 6 or 7 of this chapter**, a program participant who seeks to renew the participant's initial standard license must meet the same requirements as other candidates for license renewal.



1 [20-6.1-3-11(j)] Sec. 10. ~~(j)~~ **(a)** The board may adopt rules under
 2 IC 4-22-2 to administer this ~~section~~ **chapter**.

3 **(b)** Rules adopted under this ~~subsection~~ **section** must include a
 4 requirement that accredited teacher training schools and departments
 5 **in Indiana** submit an annual report to the board of the number of
 6 individuals who:

7 (1) enroll in; and

8 (2) complete;

9 the program.

10 **Chapter 5. Licenses**

11 [20-6.1-3-1] Sec. 1. The board is responsible for the licensing of
 12 teachers.

13 [20-6.1-3-2] Sec. 2. The board may adopt rules for:

14 (1) the issuance of a substitute **teacher's** license; and

15 (2) the employment of substitute **teacher** licensees.

16 ~~A person~~ **An individual** may not serve as a substitute teacher without
 17 a license issued by the board.

18 [20-6.1-3-3] Sec. 3. (a) The board shall designate:

19 (1) the grade **point** average required for each ~~kind~~ **type** of license;
 20 and

21 (2) the ~~kinds~~ **types** of ~~license~~ **licenses** to which the teachers'
 22 minimum salary laws apply, including nonrenewable one (1) year
 23 limited licenses.

24 (b) The board shall determine details of licensing not provided in
 25 this chapter, ~~These details may include~~ **including** requirements
 26 regarding **the following**:

27 (1) The conversion of one ~~kind~~ **(1) type** of license into another.

28 (2) The accreditation of teacher training schools and departments.

29 (3) The exchange and renewal of licenses.

30 (4) The endorsement of another state's license.

31 (5) The acceptance of credentials from teacher training
 32 institutions of another state.

33 (6) The academic and professional preparation for each ~~kind~~ **type**
 34 of ~~licenses~~ **license**.

35 (7) The granting of permission to teach a high school subject area
 36 related to the subject area for which the teacher holds a license.

37 (8) The issuance of licenses on credentials.

38 (9) The ~~kind~~ **type** of license **required** for each school position.

39 (10) The size ~~of requirements~~ **for** an elementary school requiring
 40 a licensed principal. ~~and~~

41 (11) **Any** other related matters.

42 ~~However,~~ The board shall ~~not later than December 31, 1984,~~ establish
 43 at least one (1) system for renewing a teaching license that does not
 44 require a graduate degree.

45 (c) The board shall periodically publish bulletins regarding:

46 (1) the details described in subsection (b);



- (2) information on the ~~kinds~~ **types** of licenses issued;
- (3) the rules governing the issuance of each ~~kind~~ **type** of license;
- and
- (4) other similar matters.

[20-6.1-3-4] Sec. 4. (a) ~~Each person~~ **An individual** who applies for a license or a license renewal to teach in a public school shall subscribe to the following oath or affirmation, which may be administered by the governing body:

"I solemnly swear (or affirm) that I will support the Constitution of the United States of America and the Constitution of the State of Indiana."

(b) Two (2) copies of ~~this~~ **the** oath or affirmation shall be executed as follows:

(1) One (1) copy shall be filed with the state superintendent when the license application is made.

(2) The ~~person~~ **individual who subscribes** to the oath or affirmation shall retain the other copy.

(c) The oath or affirmation must be filed with the state superintendent before a license may be issued.

[20-6.1-3-5] Sec. 5. ~~Out-of-State Applicant. When~~ **If** a teacher who is a graduate of an accredited institution ~~out-of-state~~, **outside Indiana** does not meet certain technical requirements for a license, ~~that the~~ teacher may be granted a particular ~~kind~~ **type** of license and a reasonable amount of time to fulfill ~~those~~ **the** requirements **of the license granted.**

[20-6.1-3-6] Sec. 6. (a) The following fees remain in effect and shall be collected by the board until **the fees are** replaced by new fees adopted by rule under this section:

(1) Five dollars (\$5) for evaluation of the qualifications of applicants for licenses to practice as a teacher.

(2) Five dollars (\$5) for licensure to practice as a teacher.

(3) Five dollars (\$5) for the issuance of a duplicate license to practice as a teacher. [QUERY - CAN THIS SUBSECTION BE STRICKEN?]

(b) The board shall adopt by rule and cause to be collected fees sufficient to pay all ~~of~~ the costs of the services described in subsection (a)(1), (a)(2), and (a)(3).

(c) All fees collected under this section shall be deposited in the state general fund for use by the board in complying with the duties of the board.

[20-6.1-3-7(a)] Sec. 7. ~~(a)~~ On the written recommendation of the state superintendent, the board may suspend or revoke a license for:

- (1) immorality;
- (2) misconduct in office;
- (3) incompetency; or
- (4) willful neglect of duty.



1 ~~However,~~ For each suspension or revocation, the board shall comply
2 with IC 4-21.5-3.

3 [20-6.1-3-7(b), (c), (d), (e)] Sec. 8. ~~(b)~~ **(a)** This ~~subsection~~ **section**
4 applies when a prosecuting attorney knows that a licensed employee of
5 a public school ~~(as defined in IC 20-10.1-1-2)~~ or a nonpublic school
6 has been convicted of an offense listed in subsection ~~(d)~~ **(c)**. The
7 prosecuting attorney shall immediately give written notice of the
8 conviction to the following:

9 (1) The state superintendent.

10 (2) Except as provided in subdivision (3), the superintendent of
11 the school corporation that employs the licensed employee or the
12 equivalent authority ~~for the~~ **if a nonpublic school employs the**
13 **licensed employee.**

14 (3) The presiding officer of the governing body of the school
15 corporation that employs the licensed employee, if the convicted
16 licensed employee is the superintendent of the school corporation.

17 ~~(c)~~ **(b)** The superintendent of a school corporation, presiding officer
18 of the governing body, or equivalent authority for a nonpublic school
19 shall immediately notify the state superintendent when the ~~person~~
20 **individual** knows that a current or former licensed employee of the
21 public school or nonpublic school has been convicted of an offense
22 listed in subsection ~~(d)~~ **(c)**.

23 ~~(d)~~ **(c)** The board, after holding a hearing on the matter, shall
24 permanently revoke the license of a person who is known by the board
25 to have been convicted of any of the following felonies:

26 (1) Kidnapping (IC 35-42-3-2), if the victim is less than eighteen
27 (18) years of age.

28 (2) Criminal confinement (IC 35-42-3-3), if the victim is less than
29 eighteen (18) years of age.

30 (3) Rape (IC 35-42-4-1), if the victim is less than eighteen (18)
31 years of age.

32 (4) Criminal deviate conduct (IC 35-42-4-2), if the victim is less
33 than eighteen (18) years of age.

34 (5) Child molesting (IC 35-42-4-3).

35 (6) Child exploitation (IC 35-42-4-4(b)).

36 (7) Vicarious sexual gratification (IC 35-42-4-5).

37 (8) Child solicitation (IC 35-42-4-6).

38 (9) Child seduction (IC 35-42-4-7).

39 (10) Sexual misconduct with a minor (IC 35-42-4-9).

40 (11) Incest (IC 35-46-1-3), if the victim is less than eighteen (18)
41 years of age.

42 (12) Dealing in or manufacturing cocaine, a narcotic drug, or
43 methamphetamine (IC 35-48-4-1).

44 (13) Dealing in a schedule I, II, or III controlled substance (IC
45 35-48-4-2).

46 (14) Dealing in a schedule IV controlled substance (IC



35-48-4-3).

(15) Dealing in a schedule V controlled substance (IC 35-48-4-4).

(16) Dealing in a counterfeit substance (IC 35-48-4-5).

(17) Dealing in marijuana, hash oil, or hashish (IC 35-48-4-10(b)).

~~(c)~~ (d) A license may be suspended by the state superintendent as specified in ~~IC 20-6.1-4-13~~ **IC 20-28-7-7**.

[20-6.1-3-7.1] ~~Sec. 7.1.~~ (a) As used in this section, "applicant" refers to an applicant for:

(1) a new license;

(2) a renewal license; or

(3) a substitute teacher certificate;

issued by the board:

~~(b)~~ As used in this section, "limited criminal history" has the meaning set forth in ~~IC 10-13-3-11~~.

~~(c)~~ As used in this section, "disposition" has the meaning set forth in ~~IC 10-13-3-7~~.

[20-6.1-3-7.1(d), (e), (f), (g)] Sec. 9. ~~(d)~~ (a) An applicant must do the following:

(1) Submit a request to the Indiana central repository for limited criminal history information under IC 10-13-3.

(2) Obtain a copy of the limited criminal history for the applicant from the repository's records.

(3) Submit to the board the limited criminal history for the applicant.

(4) Submit to the board a document verifying a disposition that does not appear on the limited criminal history for the applicant.

~~(e)~~ (b) The board may deny the issuance of a license or certificate to an applicant who is convicted of an offense for which the individual's license may be revoked or suspended under this chapter.

~~(f)~~ (c) The board must use the information obtained under this section in accordance with IC 10-13-3-29.

~~(g)~~ (d) An applicant is responsible for all costs associated with meeting the requirements of this section.

[20-6.1-3-8] Sec. 10. ~~Sec. 8.~~ (a) The board shall keep a record of:

(1) all licenses issued;

(2) all licenses in force; and

(3) the academic preparation, professional preparation, and teaching experience of each applicant for a license or a license renewal.

(b) ~~Each~~ A superintendent of a school corporation shall register and keep a record of the following for each licensed teacher employed by the school corporation:

(1) The kind type of license held by each the teacher.

(2) each The teacher's date of first employment. and

(3) each The teacher's annual or monthly salary.



1 [20-6.1-3-9] Sec. 11. ~~Sec. 9.~~ **(a) This section does not apply to an**
 2 **individual who, on September 1, 1985, has earned more than the**
 3 **equivalent of twelve (12) semester hours of graduate credit.**

4 ~~(a)~~ **(b)** The board ~~shall~~ **may** not renew the junior high/middle school
 5 or secondary education license of a teacher on the basis of the teacher
 6 obtaining a graduate degree unless the teacher completes at least the
 7 equivalent of eighteen (18) semester hours beyond the teacher's
 8 undergraduate degree in any combination of courses in the teacher's
 9 major, minor, primary, supporting, or endorsement areas. ~~These~~ **The**
 10 semester hours may include graduate hours **or** undergraduate hours, or
 11 both, as determined by the board.

12 ~~(b)~~ **(c)** The board may:

13 **(1)** adopt rules under IC 4-22-2 to create exceptions to **the**
 14 **requirements under** subsection ~~(a)~~ **(b)**; and ~~may grant individual~~
 15 ~~waivers to~~

16 **(2)** ~~waive the requirements under~~ subsection ~~(a)~~ **(b)** ~~on an~~
 17 ~~individual basis.~~

18 ~~(c)~~ This section does not apply to anyone who, on or before
 19 September 1, 1985, has earned more than the equivalent of twelve (12)
 20 semester hours of graduate credit.

21 [20-6.1-3-10.1] Sec. 12. ~~Sec. 10.~~ **(a) Subsection (b) does not**
 22 **apply to an individual who held an Indiana limited, reciprocal, or**
 23 **standard teaching license on June 30, 1985.**

24 ~~(a)~~ **(b)** The board may not grant an initial standard license to an
 25 individual unless the individual has demonstrated proficiency in the
 26 following areas on a written examination or through other procedures
 27 prescribed by the board:

28 **(1)** Basic reading, writing, and mathematics.

29 **(2)** Pedagogy.

30 **(3)** Knowledge of the areas in which the individual is required to
 31 have a license to teach.

32 **(4)** If the individual is seeking to be licensed as an elementary
 33 school teacher, comprehensive reading instruction skills,
 34 including:

35 **(A)** phonemic awareness; and

36 **(B)** phonics instruction.

37 ~~(b)~~ **(c)** An individual's license examination score may not be
 38 disclosed by the board without the individual's consent unless
 39 specifically required by state or federal statute or court order.

40 ~~(c)~~ **(d)** The board shall adopt rules under IC 4-22-2 to do the
 41 following:

42 **(1)** Adopt, validate, and implement the examination or other
 43 procedures required by subsection ~~(a)~~ **(b)**.

44 **(2)** Establish examination scores indicating proficiency.

45 **(3)** Otherwise carry out the purposes of this section.

46 ~~(d)~~ **(e)** The board shall adopt rules under IC 4-22-2 establishing the



conditions under which the requirements of this section may be waived for individuals holding valid teachers' licenses issued by another state.

(e) ~~Subsection (a) does not apply to individuals holding Indiana limited, reciprocal, or standard teaching licenses on June 30, 1985.~~

[20-6.1-3-12] Sec. 13. ~~Sec. 12:~~ (a) This section applies to an examination ~~that is~~ required for teacher licensure under this chapter.

(b) If an individual does not demonstrate the level of proficiency required to receive a license on all or a part of an examination, the examination's scorer must provide the individual with the individual's test scores, including subscores for each area tested.

[20-6.1-3-10.1(f)] Sec. 14. ~~(f)~~ If the board is notified by the department of state revenue that ~~a person~~ **an individual** is on the most recent tax warrant list, the board may not grant an initial standard license to the ~~person~~ **individual** until:

(1) the ~~person~~ **individual** provides the board with a statement from the department of state revenue indicating that the ~~person's~~ **individual's** delinquent tax liability has been satisfied; or

(2) the board receives a notice from the commissioner of the department of state revenue under IC 6-8.1-8-2(k).

Chapter 6. Contracts

[20-6.1-4-1] Sec. 1. (a) ~~Within~~ **Not later than** ten (10) days after a request from the governing body, the superintendent **of a school corporation** shall make a report on ~~any person~~ **an individual** being considered by the school corporation for either a teaching appointment or an indefinite contract as defined in section ~~9~~ **8** of this chapter. ~~This~~ **The** report must contain **information on the person's individual's** teaching preparation, experience, and license.

(b) The governing body of a school corporation may not employ an individual who receives an initial standard or reciprocal license after March 31, 1988, for a teaching appointment under this chapter unless the individual:

(1) has successfully completed a beginning teacher internship program, under IC 20-6.1-8 (repealed); **[QUERY: It is unclear how to deal with the repealed provision. Should probably be dealt with in a companion bill.]** or

(2) has at least two (2) years ~~of~~ teaching experience outside Indiana.

(c) This section does not prevent the granting of additional authority in the selection or employment of teachers to a superintendent **of a school corporation** by the rules ~~and regulations~~ of ~~a~~ **the** school corporation.

[20-6.1-4-3] Sec. 2. ~~Sec. 3: Basic Contract Requirements:~~ (a) ~~Each~~ **A** contract entered into by a teacher and a school corporation must:

(1) be in writing;

(2) be signed by both parties; and

(3) contain **the:**



(A) ~~the~~ beginning date of the school term as determined annually by the school corporation;

(B) ~~the~~ number of days in the school term as determined annually by the school corporation;

(C) ~~the~~ total salary to be paid **to the teacher** during the school year; and

(D) ~~the~~ number of salary payments to be made **to the teacher** during the school year.

(b) The contract may provide for the annual determination of the teacher's annual compensation by a local salary schedule, which ~~schedule is considered a part of each the contract. This~~ **The** salary schedule may be changed by the school corporation on or before May 1 of a year, ~~with the changes begin effective~~ **the next school year.** ~~However, each A teacher affected by the changes shall be furnished with printed copies of the changed schedule within not later than thirty (30) days after its the schedule's adoption.~~

(c) ~~Each A contract under this section is also governed by sections 1, 2, 3, 6(a), 6(b), 7, and 8 of chapter 5 of this article: the following statutes:~~

(1) IC 20-28-9-1.

(2) IC 20-28-9-3 through IC 20-28-9-5.

(3) IC 20-28-9-6.

(4) IC 20-28-9-9.

(5) IC 20-28-9-10.

(6) IC 20-28-9-12.

(7) IC 20-28-9-13.

~~(b) Each~~ (d) A governing body shall provide the blank contract forms, carefully worded by the state superintendent, and ~~shall~~ have them signed. ~~These~~ **The** contracts are public records open to inspection by the ~~people~~ **residents** of each school corporation.

~~(c) (e)~~ (e) An action may be brought on a contract ~~which that~~ conforms with subsections (a)(1), (a)(2), and ~~(b): of this section: (d).~~

[20-6.1-4-4] Sec. 3. ~~Sec. 4: Contract Forms—State Superintendent's Duties:~~ The state superintendent shall **do the following:**

(1) Prescribe **the following forms:**

(A) The uniform teacher's contract in ~~two~~ (2) **the following** alternate forms:

(i) The regular teacher's contract. ~~and~~

(ii) The temporary teacher's contract. ~~and~~

(B) The supplemental service teacher's contract. ~~form:~~

(2) Furnish each school corporation with the forms. ~~and~~

(3) Require each school corporation to include in ~~its the school corporation's~~ semiannual report on average daily attendance a statement that ~~it the school corporation~~ is in compliance with ~~IC 20-6.1-3-2, IC 20-6.1-4-4 through IC 20-6.1-4-8;~~ **IC 20-28-5-2, sections 4 through 7 of this chapter,**



~~IC 20-6.1-5-4~~, **IC 20-28-9-7**, and IC 20-6.1-5-5[??].

[20-6.1-4-5] Sec. 4. ~~Sec. 5: Contract Forms: Applicable Teachers:~~
~~Each~~ **(a) This section does not apply to a teacher employed as a substitute teacher.**

(b) A teacher employed in a public school must be employed on a uniform teacher's contract or a supplemental service teacher's contract, except a teacher engaged as a substitute teacher.

[20-6.1-4-6] Sec. 5. ~~Sec. 6: The Regular Teacher's Contract:~~ The regular teacher's contract ~~to~~ **must** be used statewide without amendment ~~and shall~~ **must** contain, in addition to the items in section ~~3(a)(3)~~ **2(a)(3)** of this chapter:

- (1) the manner of salary payment; and
- (2) any provisions relating to the government of the school ~~as that~~ the state superintendent ~~may include:~~ **includes.**

[20-6.1-4-7] Sec. 6. ~~Sec. 7:~~ (a) ~~The~~ **A** temporary teacher's contract ~~shall~~ **may** be used only for employing a teacher to serve in the absence of a teacher who has been granted a leave of absence by the school corporation for:

- (1) engaging in ~~military~~ **defense** service or in service auxiliary to ~~it~~ **defense service**;
- (2) professional study or advancement;
- (3) exchange teaching;
- (4) extended disability to which a licensed physician has attested;
- or
- (5) serving in the ~~Indiana~~ general assembly.

(b) The temporary teacher's contract must contain:

- (1) the provisions of the regular teacher's contract except those providing for continued tenure of position;
- (2) a blank space for the name of the teacher granted the leave, ~~but the name of that teacher on leave which~~ **may not be used on another temporary teacher's contract for the same time; leave of absence;** and
- (3) an expiration date ~~which:~~ **that:**

(A) is the date of the return of the teacher on leave; ~~but and~~

(B) is ~~no~~ **not** later than the end of the school year.

(c) If ~~the~~ **a** teacher is employed on the temporary teacher's contract for ~~a period of at least~~ **at least** sixty (60) days ~~or more~~ in a school year, ~~he the~~ **the teacher** may, on request, receive the service credit that ~~he the teacher~~ would otherwise ~~enjoy~~ **receive** with regard to the **Indiana** state teachers' retirement fund. Additionally, the salary of that teacher may not be less than the **state minimum** salary ~~provided by under~~ **under** ~~IC 20-6.1-5-1, IC 20-28-9-1, the state minimum salary law,~~ or by a local salary schedule not less remunerative **than the state minimum salary under IC 20-28-9-1.**

[20-6.1-4-8]: Sec. 7. ~~Sec. 8:~~ (a) As used in this section, "teacher" includes an individual who:



- (1) holds a substitute teacher's license; and
 (2) provides instruction in a joint summer school program under
~~IC 20-10-1-7-12.5.~~ **IC 20-30-7-5.**

(b) The supplemental service teacher's contract shall be used when a teacher provides professional service in evening school or summer school employment, except when a teacher or other ~~person~~ **individual** is employed to supervise or conduct noncredit courses or activities.

(c) If a teacher serves more than one hundred twenty (120) days on a supplemental service teacher's contract in ~~any~~ **a** school year, ~~then the~~ **following apply:**

- (1) Sections 1, 2, 3, ~~4, 9, 10, 11, 13, 14,~~ and ~~15~~ **8** of this chapter.
 and
 (2) ~~IC 20-6-1-6-1~~ **IC 20-28-7-1.**
 (3) **IC 20-28-7-3** through ~~IC 20-6-1-6-4~~ **IC 20-28-7-5.**
 (4) **IC 20-28-7-7** through **IC 20-28-7-12.**
 (5) **IC 20-28-7-14.**
 (6) **IC 20-28-10-1** through **IC 20-28-10-5.**

~~apply. as they do to a teacher on a regular teacher's contract.~~

(d) The salary of a teacher on a supplemental service contract must equal the salary of a teacher on the regular salary schedule of the school corporation where the teacher will serve. Part-time service on the supplemental service contract is computed on the basis of six (6) hours as a full day of service.

~~[20-6.1-4-9]: Sec. 8. Sec. 9. Indefinite Contract—Permanent Teacher.~~

(a) ~~Each person~~ **An individual** who:

- (1) serves under contract as a teacher in a public school corporation for **at least** five (5) ~~or more~~ successive years; and
 (2) at any time enters into a teacher's contract for further service with ~~that the~~ school corporation;

becomes, by ~~that~~ **signing the contract described in subdivision (2),** a permanent teacher of ~~that the~~ school corporation. When a contract between the school corporation and a permanent teacher expires by ~~its~~ **the contract's** terms, ~~that the~~ contract is considered to continue indefinitely as an indefinite contract.

(b) An indefinite contract remains in force until the permanent teacher ~~reaches~~ **becomes** seventy-one (71) years of age, unless ~~it the~~ **indefinite contract** is:

- (1) replaced by a new contract signed by both parties; or
 (2) canceled as provided in ~~sections 10 and 11 of this chapter.~~
IC 20-28-7.

~~[20-6.1-4-9.1]: Sec. 9. Sec. 9-1. Any~~ (a) A teacher serving under a regular contract at a laboratory school operated under IC 20-12-14 who is offered and accepts a position in the local school corporation that is a party to the agreement with the university operating the laboratory school is entitled to:

- (1) transfer to the local school corporation any years served as a



regular teacher at the laboratory school; and to
 (2) receive credit for the years in meeting the five (5) year
 requirement for an indefinite contract contained in ~~IC 20-6.1-4-9~~
section 8 of this chapter.

(b) If ~~such a~~ the teacher accepting a position with the local school
 corporation has served as a regular teacher at the laboratory school for
at least five (5) ~~or more~~ successive years, ~~that the~~ teacher's contract
 with the local school corporation ~~shall be regarded as~~ is an indefinite
 contract under ~~IC 20-6.1-4-9~~ and ~~subject to that section~~. **section 8 of**
this chapter.

[20-6.1-4-9.5] Sec. 10. ~~Sec. 9-5. Indefinite~~
~~Contract - Semi-Permanent Teacher.~~

(a) ~~Each person~~ **An individual** who:

- (1) serves under contract as a teacher in a public school
 corporation for two (2) successive years;
- (2) at any time ~~thereafter~~ **after serving two (2) successive years**
in the public school corporation enters into a teacher's contract
 for further service with ~~that the~~ school corporation; and
- (3) is not a permanent teacher ~~as defined in IC 20-6.1-4-9~~; **under**
section 8 of this chapter;

is a semipermanent teacher of ~~that the~~ school corporation. When a
 contract between the school corporation and a semipermanent teacher
 expires by ~~its the contract's~~ terms, ~~that the~~ contract ~~is considered to~~
~~continue~~ **continues** indefinitely as an indefinite contract for a
 semipermanent teacher.

(b) An indefinite contract for a semipermanent teacher remains in
 force until:

- (1) the contract is replaced by a new contract signed by both
 parties;
- (2) the contract is ~~cancelled~~ **canceled** as provided in ~~sections 10-5~~
~~and 11 of this chapter~~; **IC 20-28-7**; or
- (3) the teacher becomes a permanent teacher ~~as defined in~~
~~IC 20-6.1-4-9~~; **under section 8 of this chapter.**

Chapter 7. Cancellation of Teacher Contracts

[20-6.1-4-10] Sec. 1. ~~Sec. 10:~~ (a) An indefinite contract with a
 permanent teacher may be canceled in the manner specified in ~~section~~
~~11~~ **sections 3 through 5** of this chapter only for one (1) or more of the
 following grounds:

- (1) Immorality.
- (2) Insubordination, which means a willful refusal to obey the
 state school laws or reasonable rules prescribed for the
 government of the school corporation.
- (3) Neglect of duty.
- (4) ~~Incompetency~~. **Incompetence.**
- (5) Justifiable decrease in the number of teaching positions.
- (6) A conviction for an offense listed in ~~IC 20-6.1-3-7(d)~~.



1 **IC 20-28-5-8(c).**

2 (7) Other good and just cause.

3 When the cause of cancellation is a ground **set forth in subdivision**
 4 (1), (2), or (6), the cancellation is effective immediately. When the
 5 cause of cancellation is a ground **set forth in subdivision** (3), (4), (5),
 6 or (7), the cancellation is effective at the end of the school term
 7 following the cancellation.

8 (b) An indefinite contract may not be canceled for political or
 9 personal reasons.

10 [20-6.1-4-10.5] Sec. 2. ~~Sec. 10-5-~~ (a) An indefinite contract with a
 11 semipermanent teacher may be canceled in the manner specified in
 12 ~~section 11~~ **sections 3 through 5** of this chapter only for one (1) or more
 13 of the following grounds:

14 (1) Immorality.

15 (2) Insubordination, which means a willful refusal to obey the
 16 state school laws or reasonable rules prescribed for the
 17 government of the school corporation.

18 (3) Neglect of duty.

19 (4) Substantial inability to perform teaching duties.

20 (5) Justifiable decrease in the number of teaching positions.

21 (6) Good and just cause.

22 (7) The cancellation is in the best interest of the school
 23 corporation.

24 (8) A conviction for an offense listed in ~~IC 20-6.1-3-7(d)~~

25 **IC 20-28-5-8(c).**

26 (b) An indefinite contract with a semipermanent teacher may not be
 27 canceled for political or personal reasons.

28 (c) Before the cancellation of a semipermanent teacher's indefinite
 29 contract, the principal of the school at which the teacher teaches ~~shall~~
 30 **must** provide the teacher with a written evaluation of the teacher's
 31 performance before January 1 of each year. Upon the request of a
 32 semipermanent teacher, delivered in writing to the principal ~~within not~~
 33 **later than** thirty (30) days after the teacher receives the evaluation
 34 required by this section, the principal ~~shall must~~ provide the teacher
 35 with an additional written evaluation.

36 [20-6.1-4-11(a)]: Sec. 3. ~~Sec. 11-~~ (a) An indefinite contract with a
 37 permanent or semipermanent teacher may be canceled only in the
 38 following manner:

39 (1) The teacher ~~shall must~~ be notified in writing of the date, time,
 40 and place for the consideration by the school corporation of the
 41 cancellation of the contract. ~~this~~ Notification **under this**
 42 **subdivision** must occur not more than forty (40) days nor less
 43 than thirty (30) days before the consideration.

44 (2) The teacher ~~shall must~~ be furnished, ~~within not later than~~
 45 five (5) days after a written request, a written statement of the
 46 reasons for the consideration.



(3) The teacher may file a written request for a hearing ~~within not later than~~ fifteen (15) days after ~~receipt of the receiving~~ notice of this consideration; **under subdivision (1).**

(4) ~~when the~~ **If a** request for a hearing is filed, the teacher ~~shall~~ **must** be given a hearing before the governing body on a day ~~no~~ **not** earlier than five (5) days after ~~the~~ **the** filing of the request.

(5) The teacher ~~shall~~ **must** be given not less than five (5) days notice of the **date**, time, and place of the hearing.

(6) At the hearing, the teacher is entitled:

(A) to a full statement of the reasons for the proposed cancellation of the contract; and

(B) to be heard **and** to present the testimony of witnesses and other evidence bearing on the reasons for the proposed cancellation of the contract.

(7) A contract may not be canceled ~~until (A)~~ **before** the date set for consideration of the cancellation of the contract ~~(B)~~ **after and until the following have occurred:**

(A) A hearing is held, if a hearing is requested by the teacher. ~~and~~

~~(C)~~ (B) The superintendent of the school corporation has given ~~his~~ **the superintendent's** recommendations on the contract. On five (5) days written notice to ~~him~~ **the superintendent** by the school corporation, the superintendent shall present ~~his~~ **a** recommendation on ~~each~~ **the** contract, except ~~on~~ **if the contract is** a superintendent's contract.

(8) Pending a decision on the cancellation of a teacher's contract, the teacher may be suspended from duty. ~~and~~

(9) After complying with:

(A) section ~~10~~ **1** of this chapter, in the case of permanent teachers; or

(B) section ~~10-5~~ **2** of this chapter, in the case of semipermanent teachers; and

with this section, the governing body of the school corporation may cancel an indefinite contract with a teacher by a majority vote evidenced by a signed statement in the minutes of the board.

The decision of the governing board is final.

The vote to cancel a contract ~~described in~~ **under** subdivision (9) must be taken by the governing body on the date and at the time and place specified in subdivision (1).

[20-6.1-4-11(b)] Sec. 4. ~~(b)~~ If a permanent or semipermanent teacher is suspended under ~~subsection (a)(8);~~ **section 3(8) of this chapter**, and except as provided in ~~IC 20-6.1-5-11; IC 20-28-9-17~~, the governing body may not, while the teacher is suspended, withhold from the teacher **any** salary payments or other employment related benefits that before the suspension the teacher was entitled to receive.

[20-6.1-4-11(c)] Sec. 5. ~~(c)~~ (a) The governing body may appoint an



agent, who:

- (1) is not an employee of the school corporation; ~~but who and~~
- (2) may be a member of the governing body or an attorney retained to administer the hearing proceedings under this ~~section~~, ~~chapter~~; ~~for the purpose of issuing~~

to issue subpoenas for the attendance of witnesses for either party at the hearing.

(b) A subpoena issued under this section ~~shall~~ **must** be:

- (1) served by the party who seeks to compel the attendance of a witness; and
- (2) upon application to the court by the party, enforced in the manner provided by law for the service and enforcement of subpoenas in a civil action.

[20-6.1-4-12] Sec. 6. ~~Sec. 12: Discharge and Contract Rights of Permanent and Semi-Permanent Teachers.~~ (a) A permanent teacher who holds an indefinite contract under ~~section 9 of this chapter~~ **IC 20-28-6-8** may not be discharged or have ~~his the teacher's~~ contract canceled except as provided in sections ~~10 and 11~~ **1, 3, 4, and 5** of this chapter.

(b) A semipermanent teacher who holds an indefinite contract under ~~section 9.5 of this chapter~~ **IC 20-28-6-10** may not be discharged or have ~~his the teacher's~~ contract ~~canceled~~ **canceled** except as provided in sections ~~10.5 and 11~~ **2 through 5** of this chapter.

~~(b) Each~~ (c) A school corporation and ~~its the school corporation's~~ proper officers shall retain ~~each a~~ permanent or semipermanent teacher until ~~his the teacher's~~ indefinite contract is properly terminated.

~~(c) (d)~~ If subsection (a), ~~or (b), or (c) of this section~~ is violated, the permanent or semipermanent teacher may bring an action ~~in the nature of for~~ **for** mandate as provided by law against the proper officers of the school corporation for an order requiring ~~them the officers~~ to reinstate the teacher and restore ~~him the teacher~~ to full rights as a permanent or semipermanent teacher.

[20-6.1-4-13] Sec. 7. ~~Sec. 13: Cancellation of Indefinite Contract by Teacher.~~ (a) A permanent or semipermanent teacher may not cancel ~~his~~ **an** indefinite contract during the school term of the contract or ~~for~~ **during the** thirty (30) days before the beginning date of the school term unless the cancellation is mutually agreed ~~on~~ **upon**. A permanent or semipermanent teacher may cancel ~~his the teacher's~~ indefinite contract at any other time by giving five (5) days notice to the school corporation.

(b) A permanent or semipermanent teacher who cancels ~~his the teacher's~~ indefinite contract in any manner other than as provided in subsection (a) ~~of this section~~ is guilty of unprofessional conduct, for which the state superintendent may suspend the teacher's license for not more than one (1) year.

[20-6.1-4-14(a)] Sec. 8. ~~Sec. 14: (a) Each~~ A contract entered into by



a nonpermanent teacher and a school corporation continues in force on the same terms and for the same wages, unless increased **by under IC 20-6.1-5-1, IC 20-28-9-2**, for the next school term following the date of termination set in the contract. However, the contract does not continue if any of the following occur:

(1) The school corporation refuses continuation of the contract ~~in accordance with subsections (b) and (c)~~ **under sections 9 and 10 of this chapter.**

(2) The teacher delivers or mails by registered or certified mail to the school corporation the teacher's written resignation.

(3) The contract is replaced by another contract agreed to by the parties.

[20-6.1-4-14(b)] Sec. 9. ~~(b)~~ Before a teacher is refused continuation of the contract under ~~subsection (a)~~ **section 8(1) of this chapter**, the teacher has the following rights, which shall be strictly construed:

(1) The principal of the school at which the teacher teaches ~~shall~~ **must** provide the teacher with an annual written evaluation of the teacher's performance before January 1 of each year. Upon the request of a nonpermanent teacher, delivered in writing to the principal ~~within not later than~~ **thirty (30) days** after the teacher receives the evaluation required by this section, the principal shall provide the teacher with an additional written evaluation.

(2) On or before May 1, the school corporation shall notify the teacher that the governing body will consider nonrenewal of the contract for the next school term. ~~This~~ **The** notification must be:

(A) written; and

(B) delivered in person or mailed by registered or certified mail to the teacher at the teacher's last known address.

(3) Upon the request of the teacher, and ~~within not later than~~ **fifteen (15) days of after** the ~~teacher's~~ receipt of the notice of the consideration of contract nonrenewal, the governing body or the superintendent of the school corporation shall provide the teacher with a written statement, which:

(A) may be developed in an executive session; and ~~which~~

(B) is not a public document;

giving the reasons for the ~~noncontinuation~~ **nonrenewal** of the teacher's contract.

[20-6.1-4-14(c), (d), (e), (f), (g)] Sec. 10. **(a) A teacher who receives notice of the nonrenewal of the teacher's contract under section 9 of this chapter may request a conference under this section.**

~~(c)~~ **(b)** A conference shall be held:

(1) with the governing body; or

(2) at the direction of the governing body, with the superintendent **of the school corporation** or the superintendent's designee;

not more than ten (10) days ~~following~~ **after** the day the governing body



receives ~~the~~ **a teacher's request for a conference**. If the first conference is not with the governing body, the teacher may request a second conference, which ~~shall~~ **must** be held with the governing body at a time mutually agreeable to both parties and not more than twenty (20) days ~~following~~ **after** the day the governing body receives the request for a second conference, or before the end of the school year, whichever is earlier.

~~(d)~~ **(c)** The governing body may, in addition to a conference **under this section**, require that the superintendent **of the school corporation** or the superintendent's designee and the teacher summarize in writing the position of each party with respect to the continuation of the contract.

~~(e)~~ **(d)** At ~~any~~ **a conference under this section**:

(1) the governing body, the superintendent **of the school corporation**, or the superintendent's designee shall provide full and complete information supporting the reasons given for noncontinuance; and

(2) the teacher shall provide any information demonstrating that noncontinuance of the contract is improper.

~~(f)~~ **(e)** A conference **under this section** with the governing body shall be in executive session unless the teacher requests a public conference. The teacher may have a representative at any conference.

~~(g)~~ **(f)** The governing body shall vote on the continuation of the teacher's contract not more than ten (10) days after ~~the~~ **a conference under this section**.

[20-6.1-4-14(h)] Sec. 11. ~~(h)~~ The ~~time~~ periods set out in ~~subsection (e)~~ **section 10(b) of this chapter** shall be extended for a reasonable period:

(1) when a teacher or school official is ill or absent from the school corporation;

(2) when the teacher requests a public conference, but a public conference held within the ~~time~~ periods of ~~subsection (e)~~ **section 10(b) of this chapter** violates IC 5-14-1.5-5; or

(3) for other reasonable cause.

[20-6.1-4-14(i)] Sec. 12. ~~(i)~~ The governing body of a school corporation may decide not to continue a teacher's contract under ~~this section~~ **sections 8 through 11 of this chapter**:

(1) for any reason considered relevant to the school corporation's interest; or

(2) because of a teacher's inability to perform the teacher's teaching duties.

[20-6.1-4-14.5] Sec. 13. ~~Sec. 14.5:~~ (a) ~~The provisions of This chapter may not be construed to limit the provisions of a collective bargaining agreement negotiated under IC 20-7.5:~~ **IC 20-29.**

(b) ~~Notwithstanding this chapter,~~ This chapter does not prohibit a school employer and an exclusive representative from collectively



bargaining contracts that alter the requirements of sections ~~10, 10.5, 11, 12, and 14~~ **1 through 12** of this chapter and ~~IC 20-6.1-5-15.~~ **IC 20-28-9-20 through IC 20-28-9-22.**

(c) ~~Notwithstanding this chapter,~~ This chapter may not be construed to limit the rights of a school employer and an exclusive representative (as defined in ~~IC 20-7.5-1-2~~) **IC 20-29-2-9**) to mutually agree to binding arbitration ~~with regard to~~ **concerning** teacher dismissals.

(d) If the school employer and the exclusive representative mutually agree to binding arbitration of teacher dismissals:

(1) the arbitrator shall determine whether the hearing will be open to the public; and

(2) the written decision of the arbitrator ~~shall~~ **must be:**

(A) ~~be~~ presented to the governing body in an open meeting; and ~~shall~~

(B) ~~be~~ made available to the public for inspection and copying.

[20-6.1-4-15] Sec. 14. ~~Sec. 15:~~ **(a) This section does not apply to an individual who works at a conversion charter school (as defined in IC 20-[-?]) for purposes of the individual's employment with the school corporation that sponsored the conversion charter school.**

~~(a)~~ **(b)** A contract entered into after August 15 between a school corporation and a teacher is void if the teacher, at the time of signing the contract, is bound by a previous contract to teach in a public school. However, another contract may be signed by the teacher ~~which~~ **that** will be effective if the teacher:

(1) furnishes the governing body a release by the employers under the previous contract; or

(2) shows proof that twenty-one (21) days written notice was delivered by the teacher to the first employer. ~~Each~~

(c) A governing body may request from ~~the~~ **a** teacher, at the time of contracting, a written statement as to whether the teacher has signed another teaching contract. However, the teacher's failure to provide the statement is not a cause for subsequently voiding the contract.

~~(b)~~ **This section does not apply to an individual who works at a conversion charter school for purposes of the individual's employment with the school corporation that sponsored the conversion charter school.**

[20-6.1-4-16] Sec. 15. ~~Sec. 16: Void Contract—Trustee's Violation:~~
(a) A township trustee may not contract with a teacher if the teacher's term of service under the contract begins after the expiration of the trustee's term of office.

(b) ~~Each~~ **A** contract ~~which~~ **that** violates subsection (a) ~~of this section~~ is void as to the trustee's township and school fund. However, the trustee is personally liable to the teacher for all services rendered under the contract and all damages sustained by reason of ~~that the~~ **the** contract.

Chapter 8. Contracts with School Administrators



1 [20-6.1-4-17] Sec. 1. ~~Sec. 17: School Principal and Administrative~~
 2 ~~Assistant Contracts.~~ A school corporation may provide in the contract
 3 of a principal or of any of ~~his~~ **the principal's** administrative assistants
 4 compensation for services performed for ~~a period of~~ time, either before
 5 or after the school term, **as** considered necessary by the governing
 6 body.

7 [20-6.1-4-17.1] Sec. 2. ~~Sec. 17.1:~~ A contract of employment shall be
 8 entered into between the governing body of the school corporation and
 9 a principal or assistant principal subject to the following conditions:

10 (1) The basic contract ~~shall~~ **must** be the regular teacher's contract
 11 as prescribed by the state superintendent. ~~of public instruction.~~

12 (2) The ~~minimum~~ term of the initial contract ~~shall~~ **must** be the
 13 equivalent of **at least** two (2) school years. ~~provided, however,~~
 14 ~~that the term of such contract may be greater than two (2) years.~~

15 (3) ~~Such~~ **The** contract may be altered, ~~or~~ modified, or rescinded
 16 in favor of a new contract at any time by mutual consent of the
 17 governing body of the school corporation and the principal or
 18 assistant principal, ~~provided such if the~~ contract, when reduced
 19 to writing, is ~~not inconsistent~~ **consistent** with ~~provisions of~~ this
 20 chapter.

21 [20-6.1-4-17.2] Sec. 3. ~~Sec. 17.2:~~ (a) ~~By~~ **Before** February 1 of the
 22 year during which the contract of an assistant superintendent, a
 23 principal, or an assistant principal is due to expire, the governing body
 24 of the school corporation, or an employee at the direction of the
 25 governing body, shall give written notice of renewal or refusal to renew
 26 the individual's contract for the ensuing school year.

27 (b) If ~~no~~ notice is **not** given ~~by~~ **before** February 1 of the year during
 28 which the contract is due to expire, the contract then in force shall be
 29 reinstated only for the ensuing school year.

30 (c) ~~Nothing in~~ This section ~~prevents~~ **does not prevent** the
 31 modification or termination of a contract by mutual agreement of the
 32 assistant superintendent, the principal, or the assistant principal and the
 33 governing body.

34 [20-6.1-4-17.3] Sec. 4. ~~Sec. 17.3:~~ (a) At least thirty (30) days before
 35 giving written notice of refusal to renew a contract under section ~~17.2~~
 36 **3** of this chapter, the governing body, or an employee at the direction
 37 of the governing body, shall inform the assistant superintendent, the
 38 principal, or the assistant principal by written preliminary notice that:

39 (1) the governing body is considering a decision not to renew the
 40 contract; and ~~that;~~

41 (2) if the individual files a request with the school corporation for
 42 a private conference ~~within~~ **not later than** five (5) days after
 43 receiving the preliminary notice, the individual is entitled to a
 44 private conference with the superintendent of the school
 45 corporation.

46 (b) If the individual files a request with the school corporation for



an additional private conference ~~within~~ **not later than** five (5) days after the initial private conference with the superintendent of the school corporation, the individual is entitled to an additional private conference with the governing body of the school corporation before being given written notice of refusal to renew the contract.

(c) The preliminary notice required under this section must include the **governing body's** reasons for considering a decision not to renew.

[20-6.1-4-17.7] Sec. 5. ~~Sec. 17.7:~~ The evaluation of a principal's performance may not be based wholly on the ISTEP program test scores under ~~IC 20-10.1-16~~ **IC 20-32-5** of the students enrolled at the principal's school. However, the ISTEP program test scores under ~~IC 20-10.1-16~~ **IC 20-32-5** of the students enrolled at a principal's school may be considered as one (1) of the factors in the evaluation of the principal's overall performance at the school.

[20-6.1-4-18] Sec. 6. ~~Sec. 18: Superintendent Contracts:~~ Each A contract entered into by a governing body and its superintendent is subject to the following conditions:

(1) The basic contract ~~is~~ **must be** in the form of the regular teacher's contract.

(2) The contract ~~is~~ **must be** for a term of at least thirty-six (36) months.

(3) The contract may be altered or rescinded for a new one at any time by mutual consent of the governing body and the superintendent. ~~This~~ **The consent of both parties** must be in writing and must be expressed in a manner ~~not inconsistent~~ **consistent** with ~~sections 18 through 20~~ **this section and sections 7 through 8** of this chapter.

(4) The rights of a superintendent as a teacher under any other law are not affected **by the contract.**

[20-6.1-4-19] Sec. 7. ~~Sec. 19: Superintendent Contract Termination:~~ A superintendent's contract terminates on the following dates and under the following conditions only:

(1) On any date, if the governing body and the superintendent mutually consent.

(2) Before the expiration date **set forth in the contract**, if the governing body terminates the contract for cause ~~as provided by any under a statute stipulating cause that sets forth causes~~ for dismissal of teachers. However, the governing body must give the superintendent proper notice and, if ~~he~~ **the superintendent** requests a hearing at least ten (10) days before the termination, must grant ~~him~~ **the superintendent** a hearing ~~before at an official meeting of the governing body.~~ **in official meeting;**

(3) On the expiration date **set forth in the contract**, if the governing body ~~before or on~~ **not later than** January 1 of the year in which the contract ~~is to expire~~ **expires** gives notice to the superintendent in writing, delivered in person or by registered



1 mail. ~~or~~

2 (4) On the expiration date **set forth in the contract**, if the
3 superintendent ~~before or on~~ **not later than** January 1 of the year
4 in which the contract is to ~~expire~~ **expires** gives proper notice in
5 writing to the governing body.

6 [20-6.1-4-20] Sec. 8. ~~Sec. 20: Superintendent Contract Extension.~~
7 ~~Failure of~~ **If** the governing body ~~fails to give the a~~ termination notice
8 ~~as specified in section 19(3)~~ **under section 7(3)** of this chapter, ~~results~~
9 ~~in an extension of~~ the superintendent's contract **is extended** for twelve
10 (12) months following the expiration date of the contract.

11 [20-6.1-4-22] Sec. 9. ~~Sec. 22:~~ A managing body may provide in the
12 contract of a local director ~~of special education~~ compensation for
13 services performed for a time, either before or after the school term, **as**
14 considered necessary by the managing body.

15 [20-6.1-4-23] Sec. 10. ~~Sec. 23:~~ A contract of employment shall be
16 entered into between the managing body and a local director ~~of special~~
17 ~~education~~ subject to the following conditions:

18 (1) The basic contract **is must be** the regular teacher's contract as
19 prescribed by the state superintendent. ~~of public instruction.~~

20 (2) The minimum term of the initial contract **is must be** the
21 equivalent of two (2) school years.

22 (3) The contract may be altered, modified, or rescinded in favor
23 of a new contract at any time by mutual consent of the managing
24 body and the local director ~~of special education~~ if the written
25 contract is consistent with this chapter.

26 [20-6.1-4-24] Sec. 11. ~~Sec. 24:~~ (a) Before February 1 of the year
27 during which the contract of a local director ~~of special education~~ is due
28 to expire, the managing body, or an employee at the direction of the
29 managing body, shall give written notice of renewal or refusal to renew
30 the local ~~director of special education's~~ **director's** contract for the
31 ensuing school year.

32 (b) If notice is not given before February 1 of the year during which
33 the contract is due to expire, the contract then in force is reinstated only
34 for the ensuing school year.

35 (c) This section does not prevent the modification or termination of
36 a contract by mutual agreement of the local director ~~of special~~
37 ~~education~~ and the managing body.

38 [20-6.1-4-25] Sec. 12. ~~Sec. 25:~~ (a) At least thirty (30) days before
39 giving written notice of refusal to renew a contract under section ~~23~~ **11**
40 of this chapter, the managing body, or an employee at the direction of
41 the managing body, shall inform the local director ~~of special education~~
42 by written preliminary notice that:

43 (1) the managing body is considering a decision not to renew the
44 contract; and ~~that,~~

45 (2) if the local director ~~of special education~~ files a request with
46 the managing body for a private conference not **more later** than



five (5) days after receiving the preliminary notice, the local director of special education is entitled to a private conference with the superintendent, president, trustee, or other head of the managing body.

(b) If the local director of special education files a request with the managing body for an additional private conference not more than five (5) days after the initial private conference with the superintendent, president, trustee, or other head of the managing body, the local director of special education is entitled to an additional private conference with the managing body before being given written notice of refusal to renew the contract.

(c) The preliminary notice required under this section must include the managing body's reasons for considering a decision not to renew.

Chapter 9. Salary and Related Payments

[20-6.1-5-1] Sec. 1. (a) ~~Computation of A~~ **teacher's** minimum salary ~~shall be made each school year on the basis of the~~ **must be computed based on the** teacher's training, experience, and degree completed as of the **teacher's** first day of service.

(b) If a teacher is licensed by the professional standards board on:

(1) the first day of service in the current school year; or ~~on~~

(2) another date as agreed by the school employer and the exclusive representative under ~~IC 20-7-5; IC 20-29;~~

the **teacher's** minimum salary ~~of the public school teacher~~ is as follows **computed under section 2 of this chapter.**

[20-6.1-5-1] Sec. 2. **A teacher's minimum salary for service during a nine (9) month school term is computed as follows:**

(1) ~~The minimum salary of~~ **For** a teacher who has completed four (4) years or one hundred forty-four (144) weeks of professional training, ~~for service during a nine (9) months school term;~~ is five thousand two hundred dollars (\$5,200), ~~To this salary;~~ **plus**

(A) an **additional** increment of one hundred fifty dollars (\$150) ~~shall be added for after~~ each of the first ten (10) years of experience; **and**

(B) an **additional** increment of two hundred fifty dollars (\$250) ~~shall be added to this salary after~~ **each of the following years of experience:**

(i) The fifteenth. year ~~and again after~~

(ii) The twentieth. year ~~of experience.~~

(2) ~~The minimum salary of~~ **For** a teacher who has completed five (5) years or one hundred eighty (180) weeks of professional training, ~~for service during a nine (9) months school term;~~ is five thousand five hundred dollars (\$5,500), ~~To this salary;~~ **plus**

(A) an **additional** increment of one hundred fifty dollars (\$150) ~~shall be added for after~~ each of the first eighteen (18) years of experience; **and**

(B) an **additional** increment of three hundred dollars (\$300)



shall be added to this salary after each of the following years of experience:

- ~~(A)~~ (i) The nineteenth.
- ~~(B)~~ (ii) The twentieth.
- ~~(C)~~ (iii) The twenty-second.
- ~~(D)~~ (iv) The twenty-fourth.
- ~~(E)~~ (v) The twenty-sixth.
- ~~(F)~~ (vi) The thirtieth.

(3) ~~The beginning salary of~~ For a teacher who has completed less than four (4) years of professional training, ~~for service during a nine (9) months school term,~~ is four thousand seven hundred dollars (\$4,700), ~~plus to this salary,~~ an **additional** increment of one hundred twenty dollars (\$120) ~~shall be added~~ after each of the first ten (10) years of experience. [QUERY - ARE THERE ANY TEACHERS TO WHO SUBDIVISION (3) APPLIES ANYMORE? ASK PSB. IF NOT, REPEAL IN COMPANION BILL.]

[20-6.1-5-2(a)] Sec. 3. ~~Sec. 2:~~ (a) If:

- (1) the school term of; or
- (2) **a teacher's** contract with;

a school corporation is ~~more or less longer or shorter~~ than nine (9) months, the minimum salary as ~~set forth in computed under~~ section ~~1~~ **2** of this chapter ~~shall must~~ be proportionately increased or decreased.

[20-6.1-5-2(b)] Sec. 4. ~~(b)~~ The ~~professional standards~~ board shall require **each teacher to hold:**

- (1) a bachelor's degree from an accredited teacher training institution ~~for each teacher seeking~~ to qualify for the first time for classification under section ~~1(1)~~ **2(1)** of this chapter; and
- (2) a master's degree ~~for each teacher seeking~~ to qualify for the first time for classification under section ~~1(2)~~ **2(2)** of this chapter.

~~(b) Five (5) years of training~~ **A teacher** may not ~~be recognized~~ **receive credit for five (5) years of training under section 2(2) of this chapter** unless ~~the teacher has completed~~ at least a bachelor's degree. ~~has been completed~~

[20-6.1-5-2(c)] Sec. 5. ~~(c)~~ In ~~fixing computing~~ the annual salary of ~~teachers when contracting with them~~ **a teacher** or when distributing state funds, ~~a fraction an amount~~ of less than ~~one-half (1/2) of a dollar~~ **fifty cents (\$0.50)** is dropped while ~~a fraction an amount~~ of ~~one-half (1/2) fifty cents (\$0.50)~~ **or more is adjusted rounded up** to the next whole dollar.

[20-6.1-5-3] Sec. 6. ~~Sec. 3: Substitute Teachers-Wages:~~ (a) The governing body shall fix wages for substitute teachers.

(b) A substitute teacher may be engaged without a written contract.

[20-6.1-5-4] Sec. 7. ~~Sec. 4:~~ (a) ~~A person~~ **An individual** who:

- (1) holds: ~~a:~~
- (A) **a** professional license;



- 1 (B) a provisional license;
 2 (C) a limited license; or
 3 (D) an equivalent license ~~which is issued by the professional~~
 4 ~~standards board~~; and
 5 (2) serves as an occasional substitute teacher;
 6 shall be compensated on the pay schedule for substitutes of the school
 7 corporation ~~he the individual~~ serves.
 8 (b) ~~A person~~ **An individual** who:
 9 (1) holds a:
 10 (A) professional license; or
 11 (B) provisional license; and
 12 (2) serves as a substitute teacher in the same teaching position for
 13 more than fifteen (15) consecutive school days;
 14 shall be compensated on the regular pay schedule for teachers of the
 15 school corporation ~~he the individual~~ serves.
 16 [20-6.1-5-6(a) part] Sec. 8. ~~Sec. 6: Teacher Payments—Sick Days;~~
 17 ~~Death in Family:~~ (a) Each teacher may be absent from work with pay:
 18 (1) on account of illness or quarantine for ten (10) days the first
 19 year and seven (7) days in each succeeding year ~~(these days are~~
 20 ~~called (referred to as "sick days" in this chapter);~~ and
 21 (2) for death in ~~his the teacher's~~ immediate family for a period
 22 extending not more than five (5) days beyond the death.
 23 (b) If the teacher does not use all ~~his the teacher's~~ sick days in a
 24 school year, the unused days accumulate up to a total of ninety (90)
 25 days. However, each teacher shall be credited with the accumulative
 26 days accrued to ~~him the teacher~~ on January 1, 1966. [QUERY - IS
 27 THE LAST SENTENCE STILL NECESSARY? ASK PSB.]
 28 [20-6.1-5-6(a) part] Sec. 9. ~~If (a) This section applies whenever a~~
 29 ~~teacher accumulates at least one (1) or more sick days day and then~~
 30 ~~becomes is employed in another school corporation. there~~
 31 (b) **Beginning in the teacher's second year, the teacher's**
 32 **employer shall add up to three (3) sick days each year shall be**
 33 **added to his the number of sick days to which the teacher is entitled**
 34 **under section 8(a) of this chapter sick days for his second year and**
 35 **each succeeding year, up to three (3) sick days until the accumulated**
 36 **sick days to which the teacher was entitled in his the teacher's last**
 37 **employment are exhausted.**
 38 [20-6.1-5-6(b)] Sec. 10. ~~(b) Other Absences that are not described~~
 39 **in sections 8 through 9 of this chapter may be taken with pay** when
 40 agreed on by the school employer and the exclusive representative
 41 under ~~IC 20-7-5; may be taken with pay. IC 20-29.~~
 42 [20-6.1-5-6] Sec. 11. ~~(c) A school corporation may adopt regulations~~
 43 governing the payment or part payment of teachers and then make ~~the~~
 44 payments in **accord accordance with them those regulations to those**
 45 teachers who ~~may be~~ **are** absent because of:
 46 (1) sickness;



- (2) attending school conventions or meetings;
- (3) visiting other schools; or
- (4) a death in the immediate family.

[20-6.1-5-7] Sec. 12. ~~Sec. 7: Sick Day Bank.~~ A school corporation may establish a voluntary sick day bank:

- (1) to which a teacher may contribute unused sick days; and
- (2) from which a contributing teacher may draw sick days when ~~his~~ **the contributing teacher's** accumulated sick days are exhausted.

[20-6.1-5-8] Sec. 13. ~~Sec. 8: Teacher Payments—Personal Days.~~ Each teacher may have at least two (2) days each year with pay for the transaction of personal business or the conduct of personal or civic affairs. The teacher shall submit to the superintendent a written statement describing the reason and necessity for the absence.

[20-6.1-5-9(a)] Sec. 14. ~~Sec. 9: (a)~~ If during the term of the teacher's contract:

- (1) the school is closed by order of the:
 - (A) school corporation; or
 - (B) health authorities; or

(2) school cannot be conducted through no fault of the teacher; the teacher shall receive regular payments during that time. ~~However, whenever~~ **If a canceled canceled** student instructional day (as defined in ~~IC 20-10.1-2-1~~ **IC 20-30-2-2**) is rescheduled to comply with ~~IC 20-10.1-2-1~~ **IC 20-30-2-3**, each teacher and (notwithstanding ~~IC 20-9.1-3-5~~ **IC 20-27-8-7**) each school bus driver shall work on that rescheduled day without additional compensation.

[20-6.1-5-9(b)] Sec. 15. ~~(b) The~~ **A** school may be closed for up to two (2) weeks for Christmas holidays without payment of teachers' salaries. Closing the school for Christmas holidays does not shorten the length of the school term.

[20-6.1-5-10] Sec. 16. ~~Sec. 10: Teacher Payments for Saturday.~~ The governing body of a school city may pay the salary of teachers for Saturdays in addition to the other days that school is in session.

[20-6.1-5-11] Sec. 17. ~~Sec. 11: Salary Deductions:~~ **(a) Upon a teacher's written request,** a governing body shall withhold ~~on written request from a teacher a~~ the requested amount of money from the salary of ~~that the~~ teacher **for a purpose described in subsection (c).**

(b) Upon a written request from a beneficiary of the Indiana state teachers' retirement fund, a governing body may receive ~~on written request from a beneficiary of the state teachers' retirement fund~~ a given amount of money **for a purpose described in subsection (c).**

(c) The governing body shall hold ~~these~~ **the** amounts **described in subsections (a) and (b)** and pay ~~them, the amounts,~~ as requested by the teacher or the beneficiary, to an insurance company or other agency or organization in ~~the state which~~ **Indiana** that provides, extends, supervises, or pays for:



(1) insurance or other protection; or for
 (2) the establishment of or payment on an annuity account;
 for the teacher. If a dividend accrues on a policy, **it the dividend** shall
 be paid or credited to the teacher.

(d) ~~However,~~ If less than twenty percent (20%) of the teachers
employed by a governing body make a request for paying these
payment of the amounts ~~of money described in subsection (c)~~ to a
 single recipient, withholding the amounts of money for insurance, dues,
 or other purposes is discretionary with the governing body.

[20-6.1-5-12] Sec. 18. ~~Sec. 12:~~ (a) If a governing body of a school
 corporation agrees to a retirement, savings, or severance pay plan with
 a teacher or with an exclusive representative ~~pursuant to under~~
~~IC 20-7-5-1, IC 20-29,~~ the benefits may be paid to:

(1) the teacher who is eligible under a negotiated retirement,
 savings, or severance pay plan; or

(2) in the case of the teacher's death: ~~to~~

(A) the teacher's designated beneficiary; or

(B) the teacher's estate, if there is no designated beneficiary.

Payments may be made in a lump sum or in installments as agreed
 upon by the parties or to a savings plan established under
 IC 5-10-1.1-1(2).

(b) Notwithstanding IC 6-1.1-20, the payments under this section
 shall be made from the general fund of the school corporation and may
 be made for a period exceeding one (1) year.

[20-6.1-5-14] Sec. 19. ~~Sec. 14:~~ A teacher who is employed by a
 school corporation that provides a health insurance plan for its
 employees may participate in the health insurance plan upon retirement
 as ~~prescribed by~~ under IC 5-10-8.

[20-6.1-5-15(a), (b)] Sec. 20. ~~Sec. 15:~~ (a) This section **applies and**
sections 21 through 22 of this chapter apply to the suspension of a
 teacher without pay when the procedure for the cancellation of the
 teacher's contract under ~~IC 20-6.1-4-11~~ **does IC 20-28-7-3 through**
IC 20-28-7-5 do not apply.

(b) A teacher may be suspended from duty without pay only for the
 following reasons:

(1) Immorality.

(2) Insubordination, which means the willful refusal to obey the
 state school laws or reasonable rules prescribed for the
 government of the school corporation.

(3) Neglect of duty.

(4) Substantial inability to perform teaching duties.

(5) Good and just cause.

[20-6.1-5-15(c)] Sec. 21. ~~(c)~~ A teacher may be suspended without
 pay only under the following procedure:

(1) The teacher shall be notified in writing not more than forty

(40) days ~~nor and not~~ less than thirty (30) days before the date of



the consideration of the date, time, and place for the consideration by the school corporation of the suspension of the teacher without pay.

(2) The teacher shall be furnished, not later than five (5) days after a written request, a written statement of the reasons for the consideration.

(3) The teacher may file a written request for a hearing not later than fifteen (15) days after receipt of the notice of this consideration.

(4) When the request for a hearing is filed, the teacher shall be given a hearing before the governing body on a day not earlier than five (5) days after filing the request.

(5) The teacher shall be given at least five (5) days notice of the **date**, time, and place of the hearing.

(6) At the hearing, the teacher is entitled:

(A) to a full statement of the reasons for the proposed suspension without pay; and

(B) to be heard and to present the testimony of witnesses and other evidence bearing on the reasons for the proposed suspension without pay.

(7) A teacher may not be suspended without pay until:

(A) the date is set for consideration of the suspension without pay;

(B) after a hearing is held, if a hearing is requested by the teacher; and

(C) except on the suspension of a superintendent's contract, the superintendent has given recommendations on the suspension not later than five (5) days after the school corporation makes the request for recommendations.

(8) After complying with this section, the governing body of the school corporation may suspend a teacher without pay for a reasonable time by a majority vote evidenced by a signed statement in the minutes of the board.

The vote to suspend a teacher without pay described in subdivision (8) must be taken by the governing body on the date and at the time and place specified in subdivision (1).

[20-6.1-5-15(d)] Sec. 22. ~~(d)~~ The governing body may appoint an agent (who is not an employee of the school corporation but who may be a member of the governing body or an attorney retained to administer the hearing proceedings under this section) **for the purpose of issuing to issue** subpoenas for the attendance of witnesses for either party at the hearing **under section 21 of this chapter**.

[20-6.1-3-12] Sec. 23. ~~Sec. 12:~~ (a) This section applies to an examination that is required for teacher licensure under this chapter.

(b) If an individual does not demonstrate the level of proficiency required to receive a license on all or a part of an examination, the



examination's scorer must provide the individual with the individual's test scores, including subscores for each area tested. A subpoena issued under this section shall be:

- (1) served by the party who seeks to compel the attendance of a witness; and
- (2) upon application to the court by the party, enforced in the manner provided by law for the service and enforcement of subpoenas in a civil action.

Chapter 10. Conditions of Employment

[20-6.1-6-1(a)] Sec. 1. (a) A school corporation may grant a teacher a leave of absence ~~for at most not to exceed~~ one (1) year for:

- (1) a sabbatical; ~~or for~~
- (2) a disability leave; or
- (3) a sick leave.

(b) The school corporation may grant consecutive leaves ~~to a teacher.~~

(c) A school corporation may grant partial compensation for ~~any a~~ leave in an amount ~~it the school corporation~~ determines. However, if a teacher on a sabbatical serves an employer that agrees to reimburse the school corporation in whole or in part of the amount of the teacher's regular salary, the school corporation may grant full or partial compensation.

(d) Any teacher who is pregnant shall be granted a leave of absence for the period provided in and subject to ~~the provisions of~~ section ~~4~~ 5 of this chapter.

(e) Except where a contract is ~~not required under IC 20-6.1-4-10 through IC 20-6.1-4-16~~ **has been canceled or voided under IC 20-28-7** in ~~any a~~ situation ~~occurring that occurs~~ before or after the commencement of leave, the teacher and the school corporation shall execute a regular teacher's contract for each school year in which any part of the teacher's leave is granted. ~~and~~

(f) The teacher ~~shall have~~ **has** the right to return to a teaching position for which the teacher is certified or otherwise qualified ~~in accordance with~~ **under** the rules of the state board. ~~of education.~~

[20-6.1-6-1(b), (c), (d), (e), (f)] Sec. 2. ~~(b)~~ **(a) Except as provided in section 1 of this chapter,** rights existing at the time a leave commences ~~which that~~ arise from a teacher's:

- (1) status as a permanent teacher;
- (2) accumulation of successive years of service;
- (3) service performed under a teacher's contract ~~pursuant to IC 20-6.1-4-9;~~ **under IC 20-28-6-8;** or
- (4) status or rights negotiated under ~~IC 20-7.5;~~ **IC 20-29;**

~~shall remain intact. except as provided in subsection (a).~~

~~(c)~~ **(b)** During a leave the teacher may maintain coverage in ~~any a~~ group insurance program by paying the total premium including the school corporation's share, if any, attributable to the leave period. The



school corporation may elect to pay all or part of the cost of the premium as an adopted or negotiated fringe benefit to teachers on leave.

~~(d)~~ **(c)** During a leave extending into a part of a school year, a teacher ~~shall accumulate~~ **accumulates** sick leave ~~in accordance with the provisions of IC 20-6.1-5-6;~~ **under IC 20-28-9-8,** or any a salary schedule of the school corporation ~~providing that provides~~ greater sick leave, in the same proportion ~~which that~~ the number of days the teacher is paid during ~~such the~~ year for work or leave bears to the total number of days for which teachers are paid in the school corporation.

~~(e)~~ **(d)** ~~Except as provided in section 1 of this chapter,~~ during a leave of a nonpermanent teacher, the period of probationary successive years of service under a teacher's contract ~~which that~~ is a condition precedent to becoming a permanent teacher under ~~IC 20-6.1-4-9 shall be IC 20-28-6-8~~ **is** uninterrupted for that teacher. ~~except as provided in subsection (a):~~ However, this probationary period ~~shall may~~ not include an entire school year spent on leave.

~~(f)~~ **(e)** All or part of a leave granted for sickness or disability, including pregnancy related disability, may be charged at the teacher's discretion to the teacher's available sick days. However, the teacher is not entitled to take accumulated sick leave days when the teacher's physician certifies that the teacher is capable of performing the teacher's regular teaching duties. The teacher is entitled to complete the remaining leave without pay.

[20-6.1-6-2] Sec. 3. ~~Sec. 2: Leave of Absence-Sabbatical:~~ **(a)** A school corporation may grant a teacher, on written request, a sabbatical for improvement of professional skills through:

- (1) advanced study;
- (2) work experience;
- (3) teacher exchange programs; or
- (4) approved educational travel.

(b) After taking a sabbatical, the teacher shall return for a length of time equal to that of the sabbatical leave.

[20-6.1-6-3] Sec. 4. ~~Sec. 3: Leave of Absence-Sickness or Disability:~~ **(a)** A school corporation may place a teacher, with or without written request, on a disability or sick leave ~~for at most not to exceed one (1) year. However,~~

(b) A teacher placed ~~on a disability or sick leave~~ without a written request is entitled to a hearing on that action ~~in accord with IC 20-6.1-4-10 and IC 20-6.1-4-11. under IC 20-28-7-1 and IC 20-28-7-3 through IC 20-28-7-5.~~

[20-6.1-6-4] Sec. 5. ~~Sec. 4: Leave of Absence-Pregnancy:~~ **(a)** A teacher who is pregnant may continue in active employment as late into pregnancy as ~~she the teacher~~ wishes, if ~~she the teacher~~ can fulfill the requirements of ~~her the teacher's~~ position.

(b) Temporary disability caused by pregnancy ~~shall be~~ **is** governed



by the following:

(1) ~~Any~~ **A** teacher who is pregnant shall be granted a leave of absence any time between the commencement of ~~her the~~ **teacher's** pregnancy and one (1) year following the birth of the child, if ~~she the teacher~~ notifies the superintendent at least thirty (30) days before the date on which ~~she the teacher~~ wishes to start ~~her the~~ leave. ~~She~~ **The teacher** shall notify the superintendent of the expected length of this leave, including with this notice either:

(A) a physician's statement certifying ~~her the teacher's~~ pregnancy; or

(B) a copy of the birth certificate of the newborn; whichever is applicable. However, in the case of a medical emergency caused by pregnancy, the teacher shall be granted a leave, as otherwise provided in this section, immediately on ~~her the teacher's~~ request and the certification of the emergency from an attending physician.

(2) All or part of a leave taken by a teacher because of a temporary disability caused by pregnancy may be charged, at ~~her the teacher's~~ discretion, to ~~her the teacher's~~ available sick days. However, the teacher is not entitled to take accumulated sick leave days when the teacher's physician certifies that the teacher is capable of performing the teacher's regular teaching duties. The teacher is entitled to complete the remaining leave without pay. However, the teacher may receive compensation for the pregnancy leave ~~pursuant to~~ **under** a collective bargaining agreement or, if the teacher is not represented by an exclusive representative, by ~~board~~ **governing body** policy. **[QUERY: Is this change correct?]**

[QUERY: IN LIGHT OF TITLE VII, THE FAMILY AND MEDICAL LEAVE ACT, AND OTHER FEDERAL LAW THAT PROHIBITS DISCRIMINATION ON THE BASIS OF PREGNANCY, CHILDBIRTH, OR RELATED MEDICAL CONDITIONS, SHOULD THIS SECTION BE REPEALED TO TREAT PREGNANCY THE SAME AS ANY OTHER DISABILITY?]

~~[20-6.1-6-5] Sec. 6. Sec. 5: Defense Service—Intent.~~ **(a) This section and sections 7 through 11 of this chapter apply to a teacher who through:**

(1) volunteering; or

(2) statutory selection;

enters defense service on a full-time basis.

(b) Because **the United States** Congress has decreed that it is imperative to increase and train United States armed forces personnel, ~~sections 5 through 10~~ **this section and sections 7 through 11** of this chapter:

(1) provide protection for teachers who have been called to leave their positions to defend the nation due to the necessity of war or



a state of emergency;

(2) preserve the status and contract rights under the laws to any teacher who enters the defense service; and

(3) place those teachers in ~~such~~ a position that the defense service does not operate as an interruption of teaching service ~~since~~ **because** the contract rights that each teacher had when entering the defense service are preserved during that service the same as if ~~each the teacher~~ had not entered it: **the service.**

[20-6.1-6-6] Sec. 7. ~~Sec. 6: Defense Service—Permanent Teacher.~~

~~Each~~ **A** permanent teacher:

(1) with an indefinite contract ~~in accord with IC 20-6.1-4-9~~, who through volunteering or statutory selection enters the defense service on a full-time basis **under IC 20-28-6-8; and**

(2) **who is described in section 6(a) of this chapter;**

is ~~considered to have been~~ granted a leave of absence during the defense service.

[20-6.1-6-7] Sec. 8. ~~Sec. 7: Defense Service—Non-Permanent~~

~~Teacher.~~ (a) ~~Each~~ **If** a nonpermanent teacher who through volunteering or statutory selection **is described in section 6(a) of this chapter** enters the defense service, ~~on a full-time basis~~, **has his the teacher's** contract as a teacher and ~~his the teacher's~~ rights to probationary successive years under contract **are** preserved with the school corporation as ~~he the teacher~~ had them when entering the defense service.

(b) The period of probationary successive years of service under a teacher's contract ~~which that~~ is a condition precedent to becoming a permanent teacher under ~~IC 20-6.1-4-9~~ **IC 20-28-6-8** is considered uninterrupted for ~~that a teacher to whom this section applies.~~ However, this probationary period may not include the time spent in defense service. The teacher is ~~considered to have been~~ granted a leave of absence during the defense service.

[20-6.1-6-8] Sec. 9. ~~Sec. 8: Defense Service—Teacher's Post-Service~~

~~Status.~~ On reinstatement, the status of the teacher **described in section 6(a) of this chapter** is the same as when ~~entering the teacher entered~~ the defense service. ~~but~~ All rights to changes of salary or position, except as specified in section ~~7 8~~ of this chapter, accrue **to the teacher** as if no interruption had occurred.

[20-6.1-6-9] Sec. 10. ~~Sec. 9: Defense Service—Teachers' Retirement~~

~~Fund.~~ (a) ~~Each~~ **A** teacher who through volunteering or statutory selection enters the defense service on a full time basis **described in section 6(a) of this chapter** retains ~~his the teacher's~~ contractual rights in the **Indiana** state teachers' retirement fund.

(b) Contributions and payments into the retirement fund shall be made in the same manner as they are made for a member of the fund who is granted a leave of absence under the law pertaining to that fund.

(c) The teacher is ~~considered to have been~~ granted a leave of



1 absence during the defense service.

2 [20-6.1-6-10] Sec. 11. ~~Sec. 10: Defense Service-Teacher's~~
 3 ~~Reinstatement. Each teacher on leave of absence for defense service~~
 4 ~~shall~~ (a) Within sixty (60) days after:

5 (1) an honorable or medical discharge; or

6 (2) release from active participation in the defense service;
 7 ~~present himself for reinstatement. a teacher who has received a leave~~
 8 ~~of absence for defense service shall return to the school~~
 9 ~~corporation for reinstatement.~~ The school corporation shall then
 10 reinstate ~~him: the teacher.~~

11 (b) If the teacher is unable to ~~present himself return~~ for
 12 reinstatement within the sixty (60) day period for any reason arising
 13 from mental or physical disability, ~~he the teacher~~ has sixty (60) days
 14 after the date of removal of the disability to apply for reinstatement.

15 (c) On reinstatement or on written resignation submitted to the
 16 school corporation, the teacher's leave of absence and defense service
 17 is considered terminated.

18 [QUERY: THIS SECTION IS AFFECTED BY PROVISIONS OF THE
 19 FEDERAL UNIFORMED SERVICES EMPLOYMENT AND
 20 REEMPLOYMENT RIGHTS ACT. THAT ACT ALLOWS AN
 21 EMPLOYEE UP TO 90 DAYS TO RETURN TO WORK
 22 FOLLOWING DEPLOYMENT DEPENDING UPON THE LENGTH
 23 OF THE EMPLOYEE'S MILITARY SERVICE. IF AN EMPLOYEE
 24 IS INJURED WHILE IN MILITARY SERVICE, THE
 25 REEMPLOYMENT PERIOD MAY EXTEND FOR UP TO TWO
 26 YEARS. *amend in companion bill suggested language:* - (d) **This**
 27 **section may not be construed as a restriction or limitation on any**
 28 **of the rights, benefits, and protections granted under federal law**
 29 **to a teacher who performs defense service.]**

30 [20-6.1-6-11] Sec. 12. ~~Sec. 11: Anti-Discrimination-Marital Status:~~
 31 ~~Neither A governing body nor its or the governing body's agent may~~
 32 ~~not~~ make or enforce ~~any~~ a rule or regulation concerning the
 33 employment of teachers ~~which that~~ discriminates ~~in any manner~~
 34 because of marital status.

35 [20-6.1-6-12] Sec. 13. ~~Sec. 12: Anti-Discrimination-Residence~~
 36 ~~Requirements.~~ (a) A governing body may not adopt residence
 37 requirements for teachers or other school employees in ~~its the~~
 38 **governing body's** employment, assignment, or reassignment for
 39 services in a prescribed area.

40 (b) ~~Each~~ A school corporation that ~~fails to observe violates~~
 41 subsection (a) ~~of this section~~ is ineligible for state funds under all
 42 enactments regarding that subject. The state superintendent and other
 43 state officials shall administer the funds accordingly on the submission
 44 of sworn proof of the existence of the discriminatory residence
 45 requirements.

46 [20-6.1-6-13] Sec. 14. ~~Sec. 13: Teacher's Freedom of Association:~~



(a) A school corporation may not dismiss or suspend any employee because of affiliation with or activity in an organization unless that organization advocates:

(1) the overthrow of the ~~United States~~ federal government by:

(A) force; or

(B) the use of violence; or

(2) the violation of law;

to achieve its objective.

(b) A rule or regulation contrary to ~~this section~~ subsection (a) is void.

[20-6.1-6-14(a)] Sec. 15. ~~Sec. 14.~~ (a) A governing body may not dismiss, suspend, or enforce a mandatory leave of absence on a teacher who is a candidate for public office unless evidence is submitted to the governing body that would substantiate a finding that the teacher's activity has:

(1) impaired ~~his the teacher's~~ effectiveness in ~~his the teacher's~~ service; or

(2) ~~has~~ interfered with the performance of ~~his the teacher's~~ contractual obligations.

~~Any~~ A suspension is valid only during the period of the impairing activity.

[20-6.1-6-14(b), (c)] Sec. 16. ~~(b)~~ (a) If a teacher serves in the ~~Indiana~~ general assembly, ~~he the teacher~~ shall be given credit for the time spent in this service, including ~~but not limited to~~ the time spent for council or committee meetings. The leave for this service does not diminish the teacher's rights under the Indiana ~~state~~ teachers' retirement fund or ~~his the teacher's~~ advancement on the state or a local salary schedule. For these purposes, ~~he the teacher~~ is, despite the leave, considered teaching for the school during that time.

~~(c)~~ (b) This subsection is subject to IC 2-3.5-1-2 and IC 2-3.5-1-4. The compensation received while serving in the ~~Indiana~~ general assembly shall be included for teachers retiring after June 30, 1980, in the determination of the teacher's annual compensation for the purposes of computing ~~his the teacher's~~ retirement benefit under IC 5-10.2-4. ~~After June 30, 1980,~~ A teacher serving in the ~~Indiana~~ general assembly may choose to have deductions made from ~~his the teacher's~~ salary as a legislator for contributions under either IC 21-6.1-4-9 or IC 5-10.3-7-9.

[QUERY: SUBSECTION (c) PREDATES THE NEWEST LEGISLATOR'S RETIREMENT SYSTEM, IC 2-3.5. THE SECTIONS ADDED CROSS-REFERENCE IC 20-6.1-6-14.]

[20-6.1-6-15] Sec. 17. ~~Sec. 15.~~ (a) Except as provided in IC 31-32-11-1, a school counselor is immune from disclosing privileged or confidential communication made to the counselor as a counselor by a student.

(b) Except as provided in IC 31-32-11-1, the matters communicated



are privileged and protected against disclosure.

[20-6.1-6-16] Sec. 18. ~~Sec. 16: Legal Recourse for Infringement:~~
~~Each~~ A teacher whose rights and privileges as prescribed in under
 sections ~~13 through 15~~ **14 through 17** of this chapter are or are about
 to be infringed by a rule or regulation may, in accord with the law
 governing injunctions, seek to enjoin the school corporation from the
 infringement. ~~The A circuit and or superior courts court~~ shall issue the
 injunction ~~when it if the court~~ finds an infringement.

[20-6.1-6-17] Sec. 19. ~~Sec. 17:~~ (a) Each governing body and its
 administrators shall arrange each teacher's daily working schedule to
 provide at least thirty (30) minutes between 10:00 a.m. and 2:00 p.m.
 for a period free of duties.

(b) The state superintendent shall report each failure to comply with
 subsection (a) to the state board, ~~of education~~, which shall immediately
 inform the governing body of each alleged violation.

(c) If the school corporation persistently fails or refuses to comply
 with subsection (a) for one (1) year, the state board ~~of education~~ shall:

(1) lower the grade of accreditation of the school corporation; and
 shall

(2) publish notice of that action in at least one (1) newspaper
 published in the county.

Chapter 11. Staff Performance Evaluation

[20-6.1-9-1] Sec. 1. As used in this chapter, "plan" refers to a staff
 performance evaluation plan developed under this chapter.

[20-6.1-9-2] Sec. 2. Each:

(1) school corporation;

(2) school created by an interlocal agreement under IC 36-1-7;

(3) special education cooperative under ~~IC 20-1-6-20;~~
IC 20-35-5-1; and

(4) cooperating school corporation for vocational education under
~~IC 20-1-18-7;~~ **IC 20-37-2-1[?];**

shall develop and implement a ~~staff performance evaluation~~ plan to
 evaluate the performance of each certificated employee (as defined in
~~20-7.5-1-2~~; **IC 20-29-2-4**). [QUERY - SHOULD THIS ALSO APPLY
 TO A CHARTER SCHOOL?]

[20-6.1-9-3] Sec. 3. Each plan:

(1) must provide for the improvement of the performance of the
 individuals evaluated;

(2) must provide for the growth and development of the
 individuals evaluated;

(3) must require periodic assessment of the effectiveness of the
 plan;

(4) must provide that nonpermanent and semipermanent teachers
 receive:

(A) ~~receive~~ an evaluation on or before December 31 each year;
 and



(B) if requested by that teacher, an additional evaluation on or before March 1 of the following year; and

(5) may provide a basis for making employment decisions. However, the plan may not provide for an evaluation that is based in whole or in part on the ISTEP test scores of the students in the school corporation.

[20-6.1-9-4] Sec. 4. Development and implementation of a ~~staff evaluation~~ plan is a condition of accreditation under ~~IC 20-1-1-6(a)(5)~~. **IC 20-19-2-8(a)(5).**

[20-6.1-9-5] Sec. 5. Each plan must be approved by the department. However, if an entity listed in section 2 of this chapter submits a plan to the department that complies with the requirements set out in section 3 of this chapter, the department must approve that plan.

[20-6.1-9-6] Sec. 6. The department shall do the following:

(1) Establish guidelines for the development and implementation of the plan, including guidelines:

(A) for the evaluation of employees within each professional licensing category;

(B) providing for periodic review of the performance of each certificated employee by the appropriate supervisor using a wide range of indicators that deal with the substance and process of the employee's duties; and

(C) requiring the preparation of a developmental plan for each certificated employee addressing that employee's job related strengths and weaknesses and methods of improving those strengths and eliminating those weaknesses.

(2) Provide technical assistance to each school corporation in the development and implementation of the plan.

(3) Collect and disseminate information concerning local, state, and national staff performance evaluation plans.

(4) Assist each school corporation in training staff evaluators.

[20-6.1-9-7] Sec. 7. The **state** board shall adopt rules under IC 4-22-2 to carry out this chapter.

[20-6.1-9-8] Sec. 8. ~~Nothing in~~ This chapter ~~limits~~ **does not limit** the rights of a school corporation and the exclusive representative who:

(1) before July 1, 1987; and

(2) through bargaining under ~~IC 20-7-5~~; **IC 20-29**;

included in the employment contracts of certificated employees a system for the periodic evaluation of certificated employees.

Chapter 12. Endorsement for Independent Practice School Psychologists

[20-1-1.9-1] Sec. 1. This chapter does not apply to a psychologist who is licensed under IC 25-33.

[20-1-1.9-3] Sec. 2. ~~Sec. 3.~~ In order to:

(1) practice school psychology; and

(2) receive an endorsement as an independent practice school



1 psychologist;
 2 a school psychologist must comply with ~~the requirements of this~~
 3 chapter.

4 [20-1-1.9-4] Sec. 3. ~~Sec. 4:~~ An individual who applies for an
 5 endorsement as an independent practice school psychologist must meet
 6 the following requirements:

7 (1) Be licensed as a school psychologist by the ~~professional~~
 8 ~~standards board. established by IC 20-1-1.4-2.~~

9 (2) Be employed by a:

- 10 (A) developmental center;
- 11 (B) state hospital;
- 12 (C) public or private hospital;
- 13 (D) mental health center;
- 14 (E) rehabilitation center;
- 15 (F) private school; or
- 16 (G) public school;

17 at least thirty (30) hours per week during the contract period
 18 unless the individual is retired from full-time or part-time
 19 employment as a school psychologist or the individual has a
 20 medical condition or physical disability that restricts the mobility
 21 required for employment in a school setting.

22 (3) Furnish satisfactory evidence to the ~~professional standards~~
 23 board that the applicant has received at least a sixty (60) semester
 24 hour master's or specialist degree in school psychology from:

- 25 (A) a recognized institution of higher learning; or
- 26 (B) an educational institution not located in the United States
 27 that has a program of study that meets the standards of the
 28 board.

29 (4) Furnish satisfactory evidence to the ~~professional standards~~
 30 board that the applicant has demonstrated graduate level
 31 competency through the successful completion of course work
 32 and a practicum in the areas of assessment and counseling.

33 (5) Furnish satisfactory evidence to the ~~professional standards~~
 34 board that the applicant has at least one thousand two hundred
 35 (1,200) hours of school psychology experience beyond the
 36 master's degree level. At least six hundred (600) hours must be in
 37 a school setting under the supervision of any of the following:

- 38 (A) A physician licensed under IC 25-22.5.
- 39 (B) A psychologist licensed under IC 25-33.
- 40 (C) A school psychologist ~~licensed endorsed~~ under
 41 ~~IC 20-1-1.4. this chapter.~~

42 (6) Furnish satisfactory evidence to the ~~professional standards~~
 43 board that the applicant has completed, in addition to the
 44 requirements in subdivision (5), at least four hundred (400) hours
 45 of supervised experience in identification and referral of mental
 46 and behavioral disorders, including at least one (1) hour each



week of direct personal supervision by a:

- (A) physician licensed under IC 25-22.5;
- (B) psychologist licensed under IC 25-33; or
- (C) school psychologist endorsed under this chapter;

with at least ten (10) hours of direct personal supervision.

(7) Furnish satisfactory evidence to the ~~professional standards~~ board that the applicant has completed, in addition to the requirements of subdivisions (5) and (6), fifty-two (52) hours of supervision with a physician licensed under IC 25-22.5, a psychologist licensed under IC 25-33, or a school psychologist endorsed under this chapter that meets the following requirements:

(A) The fifty-two (52) hours must be completed within at least twenty-four (24) consecutive months but not less than twelve (12) months.

(B) Not more than one (1) hour of supervision may be included in the total for each week.

(C) At least nine hundred (900) hours of direct client contact must take place during the total period under ~~subdivision~~ **clause (A)**.

(8) Furnish satisfactory evidence to the ~~professional standards~~ board that the applicant does not have a conviction for a crime that has a direct bearing on the applicant's ability to practice competently.

(9) Furnish satisfactory evidence to the ~~professional standards~~ board that the applicant has not been the subject of a disciplinary action by a licensing or certification agency of any jurisdiction on the grounds that the applicant was not able to practice as a school psychologist without endangering the public.

(10) Pass the examination provided by the ~~professional standards~~ board.

[20-1-1.9-5] Sec. 4. ~~Sec. 5:~~ (a) A school psychologist who is not employed or excused from employment as described in section ~~4(2)~~ **3(2)** of this chapter ~~shall~~ **may** not provide services on a private basis to ~~a person~~ **an individual** unless the school psychologist receives a referral from one (1) of the following:

- (1) A developmental center.
- (2) A public school or private school.
- (3) A physician licensed under IC 25-22.5.
- (4) A health service professional in psychology licensed under IC 25-33-1.

~~(c)~~ **(b)** A school psychologist who is endorsed under this chapter ~~shall~~ **may** not provide services on a private basis to a student:

- (1) who attends a school (including a nonpublic school) to which the school psychologist is assigned; or
- (2) whom the school psychologist would normally be expected to



1 serve.

2 [20-1-1.9-6] Sec. 5. ~~Sec. 6:~~ A school psychologist who is endorsed
3 under this chapter may not disclose any information acquired from
4 persons with whom the school psychologist has dealt in a professional
5 capacity, except under the following circumstances:

6 (1) Trials for homicide when the disclosure ~~related~~ **relates**
7 directly to the fact or immediate circumstances of the homicide.

8 (2) Proceedings:

9 (A) to determine mental competency; or

10 (B) in which a defense of mental incompetency is raised.

11 (3) Civil or criminal actions against a school psychologist for
12 malpractice.

13 (4) Upon an issue as to the validity of a document.

14 (5) If the school psychologist has the ~~expressed~~ **express** consent
15 of the client or, in the case of a client's death or disability, the
16 express consent of the client's legal representative.

17 (6) Circumstances under which privileged communication is
18 lawfully invalidated.

19 SECTION 3. IC 20-29 IS ADDED TO THE INDIANA CODE AS
20 A NEW ARTICLE TO READ AS FOLLOWS [EFFECTIVE JULY 1,
21 2005]:

22 **ARTICLE 29. COLLECTIVE BARGAINING FOR**
23 **TEACHERS**

24 **Chapter 1. Findings and Intent**

25 [20-7.5-1-1] Sec. 1. ~~Intent:~~ The ~~Indiana~~ general assembly ~~hereby~~
26 declares ~~that:~~ **the following:**

27 ~~(a)~~ **(1)** The citizens of Indiana have a fundamental interest in the
28 development of harmonious and cooperative relationships
29 between school corporations and their certificated employees.

30 ~~(b)~~ **(2)** Recognition by school employers of the right of school
31 employees to organize and acceptance of the principle and
32 procedure of collective bargaining between school employers and
33 school employee organizations can alleviate various forms of
34 strife and unrest.

35 ~~(c)~~ **(3)** The state has a basic obligation to protect the public by
36 attempting to prevent any material interference with the normal
37 public school educational process.

38 ~~(d)~~ **(4)** The relationship between school corporation employers
39 and certificated school employees is not comparable to the
40 ~~relation~~ **relationship** between private employers and employees
41 ~~among others~~ for the following reasons:

42 ~~(i)~~ **(A)** A public school corporation is not operated for profit
43 but to ~~insure~~ **ensure** the citizens of ~~the state~~ **Indiana** rights
44 guaranteed them by the ~~Indiana State~~ **Constitution of the State**
45 **of Indiana.**

46 ~~(ii)~~ **(B)** The obligation to educate children and the methods by



which ~~such~~ the education is effected will change rapidly with:

(i) increasing technology;

(ii) the needs of an advancing civilization; and

(iii) requirements for substantial educational innovation.

~~(iii)~~ (C) The ~~Indiana~~ general assembly has delegated the discretion to carry out this changing and innovative educational function to the ~~local~~ governing bodies of school corporations, composed of citizens elected or appointed under applicable law, a delegation ~~which that~~ these bodies may not and should not bargain away. ~~and~~

~~(iv)~~ (D) Public school corporations have different obligations ~~with respect to~~ **concerning** certificated school employees under constitutional and statutory requirements than private employers have to their employees.

Chapter 2. Definitions

Sec. 1. The definitions in this chapter apply throughout this article.

[20-7.5-1-2] ~~Sec. 2. As used in this chapter:~~

[20-7.5-1-2(n)] Sec. 2. ~~(n)~~ "Bargain collectively" means the performance of the mutual obligation of the school employer and the exclusive representative to:

(1) meet at reasonable times to negotiate in good faith ~~with respect to concerning the~~ items enumerated in ~~section 4 of this chapter;~~ **IC 20-29-6-4**; and to

(2) execute a written contract incorporating any agreement relating to ~~such the~~ matters **described in subdivision (1).**

Such obligation shall not include the final approval of any contract concerning these or any other items. Agreements reached through collective bargaining are binding as a contract only if ratified by the governing body of the school corporation and the exclusive representative. The obligation to bargain collectively does not require the school employer or the exclusive representative to agree to a proposal of the other or to make a concession to the other.

[20-7.5-1-2(m)] Sec. 3. ~~(m)~~ "Board" ~~means refers to~~ the Indiana education employment relations board ~~provided by this chapter.~~ **established under IC 20-29-3.**

[20-7.5-1-2(f)] Sec. 4. ~~(f)~~ "Certificated employee" means a person:

(1) whose contract with the school corporation requires that the person hold a license or permit from the ~~state board of education or a commission thereof as provided in professional standards board under~~ ~~IC 20-6-1;~~ **IC 20-28-2**; or

(2) who is employed as a teacher by a charter school established under ~~IC 20-5-5;~~ **IC 20-24.**

[20-7.5-1-2(i)] Sec. 5. ~~(i)~~ "Confidential employee" means a school employee whose:

(1) unrestricted access to confidential personnel files; or ~~whose~~



(2) functional responsibilities or knowledge in connection with the issues involved in dealings between the school corporation and its employees;

~~would make~~ **makes** the ~~confidential~~ **school** employee's membership in a school employee organization incompatible with the **school** employee's official duties.

[20-7.5-1-2(q)] Sec. 6. ~~(q)~~ "Deficit financing" ~~with respect to any for a budget year shall mean~~ **means** expenditures ~~in excess of exceeding the~~ money legally available to the employer.

[20-7.5-1-2(o)] Sec. 7. ~~(o)~~ "Discuss" means the performance of the mutual obligation of the school corporation through its superintendent and the exclusive representative to meet at reasonable times to:

(1) discuss; ~~to~~

(2) provide meaningful input; ~~to or~~

(3) exchange points of view;

~~with respect to items enumerated in section 5 of this chapter. IC 20-29-6-7. This obligation shall not however, require either party to enter into a contract, to agree to a proposal, or to require the making of a concession. A failure to reach an agreement on any matter of discussion shall not require the use of any part of the impasse procedure as provided in section 13 of this chapter. Neither The obligation to bargain collectively nor to discuss any matter shall prevent any school employee from petitioning the school employer, the governing body, or the superintendent for a redress of the employee's grievances either individually or through the exclusive representative. nor shall either such obligation prevent the school employer or the superintendent from conferring with any citizen, taxpayer, student, school employee, or other person considering the operation of the schools and the school corporation.~~

[20-7.5-1-2(j)] Sec. 8. ~~(j)~~ "Employees performing security work" means ~~any a~~ school employee:

(1) whose primary responsibility is the protection of personal and real property owned or leased by the school corporation; or

(2) who performs police or quasi-police powers.

[20-7.5-1-2(l)] Sec. 9. ~~(l)~~ "Exclusive representative" means the:

(1) school employee organization ~~which that~~ has been:

(A) certified for ~~the~~ purposes of this ~~chapter article~~ by the board; or

(B) recognized by a school employer as the exclusive representative of the employees in an appropriate unit; ~~as provided in~~

~~under section 10 of this chapter; IC 20-29-5-2 and IC 20-29-5-3 or the~~

(2) person or persons ~~duly~~ authorized to act on behalf of ~~such a~~ representative **described in subdivision (1).**

[20-7.5-1-2(b)] Sec. 10. ~~(b)~~ "Governing body" means:



~~(1)~~ the board or commission charged by law with the responsibility of administering the affairs of the school corporation; or

(1) a township trustee and the township board of a school township;

(2) a county board of education;

(3) a board of school commissioners;

(4) a metropolitan board of education;

(5) a board of trustees;

(6) any other board or commission charged by law with the responsibility of administering the affairs of a school corporation; or

~~(2)~~ (7) the body that administers a charter school established under ~~IC 20-5.5~~ **IC 20-24**.

[20-7.5-1-2(g)] Sec. 11. ~~(g)~~ "Noncertificated employee" means ~~any~~ a school employee whose employment is not dependent ~~upon~~ **on** the holding of a license or permit ~~as provided in under IC 20-6.1~~ **IC 20-28**.

[20-7.5-1-2(a)] Sec. 12. ~~(a)~~ "School corporation" means ~~any~~ a local public school corporation established under Indiana law. ~~and; in the case of~~ The term includes **any**:

(1) school city;

(2) school town;

(3) school township;

(4) consolidated school corporation;

(5) metropolitan school district;

(6) township school corporation;

(7) county school corporation;

(8) united school corporation;

(9) community school corporation; and

(10) public vocational schools school or schools school for children students with disabilities established or maintained by two (2) or more school corporations. shall refer to such schools.

[20-7.5-1-2(e)] Sec. 13. ~~(e)~~ "School employee" means ~~any~~ a full-time certificated person in the employment of the school employer. A school employee ~~shall be~~ **is** considered full time even though the employee does not work during school vacation periods and accordingly works less than a full year. ~~There shall be excluded from the meaning of school employee~~ **The term does not include:**

(1) supervisors;

(2) confidential employees;

(3) employees performing security work; and

(4) noncertificated employees.

[20-7.5-1-2(k)] Sec. 14. ~~(k)~~ "School employee organization" means ~~any~~ **an organization which that:**

(1) has school employees as members; and



(2) as one (1) of ~~whose~~ **its** primary purposes, is ~~representing~~
represents school employees in dealing with their school
 employer. ~~and~~

The term includes ~~any~~ **a** person or persons authorized to act on behalf
 of ~~such organizations~~. **the organization.**

[20-7.5-1-2(c)] Sec. 15. ~~(c)~~ "School employer" means:

(1) the governing body of each:

(A) school corporation; or

(B) charter school established under ~~IC 20-5.5~~; **IC 20-24**; and

(2) ~~any~~ **a** person or persons authorized to act for the governing
 body of the school employer in dealing with its employees.

[20-7.5-1-2(p)] Sec. 16. ~~(p)~~ "Strike" means:

(1) concerted failure to report for duty;

(2) willful absence from one's position;

(3) stoppage of work; or

(4) abstinence in whole or in part from the full, faithful, and
 proper performance of the duties of employment;

without the lawful approval of the school employer or in any concerted
 manner interfering with the operation of the school employer for any
 purpose. **[QUERY: Is this tabulated correctly? Current law is
 ambiguous.]**

[20-7.5-1-12] Sec. 17. **"Submission date" means the first date for
 the legal notice and publication of the budget of a school
 corporation under IC 6-1.1-17-3.**

[20-7.5-1-2(d)] Sec. 18. ~~(d)~~ "Superintendent" ~~shall mean~~ **means:**

(1) the chief administrative officer of ~~any~~ **a**:

(A) school corporation; or

(B) charter school established under ~~IC 20-5.5~~; **IC 20-24**; or

(2) ~~any~~ **a** person or persons designated by the officer or by the
 governing body to act in the officer's behalf in dealing with school
 employees.

[20-7.5-1-2(h)] Sec. 19. ~~(h)~~ "Supervisor" means ~~any~~ **an** individual
 who has:

(1) authority, acting for the school corporation, to hire, transfer,
 suspend, lay off, recall, promote, discharge, assign, reward, or
 discipline school employees;

(2) responsibility to direct school employees and adjust their
 grievances; or

(3) responsibility to effectively recommend the action described
 in subdivisions (1) through (2);

that is not of a merely routine or clerical nature but requires the use of
 independent judgment. The term includes superintendents, assistant
 superintendents, business managers and supervisors, directors with
 school corporation-wide responsibilities, principals and vice principals,
 and department heads who have responsibility for evaluating teachers.

Chapter 3. Indiana Education Employment Relations Board



1 [20-7.5-1-9(a)] Sec. 1. ~~Sec. 9. (a) There is created an~~ **The Indiana**
 2 education employment relations board ~~which shall consist of is~~
 3 **established.**

4 [20-7.5-1-9(a)] Sec. 2. **The board consists of** three (3) members
 5 appointed by the governor to serve at the governor's pleasure.

6 [20-7.5-1-9(a)] Sec. 3. **The governor shall designate** one (1)
 7 member ~~shall be designated by the governor of the board to serve as~~
 8 **chairman: chairperson.**

9 [20-7.5-1-9(a)] Sec. 4. Not more than two (2) members of the board
 10 ~~shall may~~ be members of the same political party.

11 [20-7.5-1-9(a)] Sec. 5. Each member ~~shall be of the board is~~
 12 appointed for a term of four (4) years. A member appointed to fill a
 13 vacancy ~~shall be is~~ appointed for the unexpired term of the member
 14 whom the appointed member is to succeed.

15 [20-7.5-1-9(b)] Sec. 6. ~~(b)~~ Members **shall may not:**

16 (1) hold: ~~no other~~

17 (A) **another** public office; or

18 (B) employment by the state, ~~or other~~ a public agency, or a
 19 public employer; ~~or~~

20 (2) be an officer or employee of ~~any a~~ school employee
 21 organization or any ~~of its affiliates; affiliate of an organization;~~
 22 or

23 (3) represent ~~any a:~~

24 (A) school employer; or

25 (B) school employee organization, or ~~its an organization's~~
 26 affiliates.

27 [20-7.5-1-9(c)] Sec. 7. ~~(c) Subsection (b) Section 6 of this chapter~~
 28 does not apply to ~~persons an individual~~ on the teaching staff of a
 29 university who ~~are is~~ knowledgeable in public administration or labor
 30 law ~~so long as they are if the individual is~~ not actively engaged, other
 31 than as a member, with any labor or employee organization. This
 32 ~~subsection section~~ shall be construed liberally to effectuate the intent
 33 of the general assembly.

34 [20-7.5-1-9(d)] Sec. 8. ~~(d) The chairman~~ **chairperson of the board**
 35 shall give full time to the ~~chairman's chairperson's~~ duties ~~The~~
 36 ~~chairman of the board shall and may~~ not engage in any other business,
 37 vocation, or employment.

38 [20-7.5-1-9(d)] Sec. 9. The members of the board (other than the
 39 ~~chairman chairperson~~) receive as compensation payment equal to that
 40 of the ~~chairman, chairperson,~~ computed on a daily rate and paid for
 41 every day actually spent serving on the board.

42 [20-7.5-1-9(e)] Sec. 10. ~~(e) A majority of the Two (2)~~ members of
 43 the board ~~constitutes constitute~~ a quorum.

44 [20-7.5-1-9(f)] Sec. 11. ~~(f) To accomplish the objectives and to~~
 45 ~~carry out the duties prescribed in this chapter~~ The board ~~shall have has~~
 46 the following powers:



(1) To adopt an official seal and prescribe the purposes for which ~~it shall~~ **the seal may** be used.

(2) To hold hearings and make inquiries as ~~it deems~~ **the board considers** necessary to carry out properly ~~its~~ **the board's** functions and powers.

(3) To establish a principal office in ~~the city of~~ Indianapolis.

(4) To meet and exercise ~~its~~ **the board's** powers at any other place in Indiana.

(5) To conduct in any part of Indiana a proceeding, a hearing, an investigation, an inquiry, or an election necessary to the performance of ~~its~~ **the board's** functions. For ~~any such this~~ purpose, the board may designate one (1) ~~of its members,~~ **member**, or an agent or agents, as hearing examiners. The board may ~~utilize~~ **use** voluntary and uncompensated services as ~~may be~~ needed.

(6) To appoint staff and attorneys as ~~it may find~~ **the board finds** necessary for the proper performance of its duties. The attorneys appointed under this section may, at the direction of the board, appear for and represent the board in court.

(7) To pay the reasonable and necessary traveling and other expenses of ~~any~~ **an** employee, a member, or an agent of the board.

(8) To subpoena witnesses and issue subpoenas requiring the production of books, papers, records, and documents ~~which that~~ may be needed as evidence in any matter under inquiry, and to administer oaths and affirmations. In cases of neglect or refusal to obey a subpoena issued to ~~any~~ **a** person, the circuit or superior court of the county in which the investigations or the public hearings are taking place, upon application by the board, shall issue an order requiring the person to:

(A) appear before the board; and

(B) produce evidence about the matter under investigation.

A failure to obey the order may be punished by the court as a contempt. ~~Any~~ **A** subpoena, notice of hearing, or other process of the board issued under this chapter shall be served in the manner prescribed by the Indiana Rules of Trial Procedure.

(9) To adopt, ~~promulgate,~~ amend, or rescind rules ~~it~~ **the board deems considers** necessary and administratively feasible to carry out this chapter ~~in accordance with~~ **under** IC 4-22-2.

(10) To request from any public agency the assistance, services, and data ~~as that~~ will enable the board properly to carry out ~~its~~ **the board's** functions and powers.

(11) To publish and report in full an opinion in every case decided by ~~it:~~ **the board.**

[20-7.5-1-9(g)] Sec. 12. ~~(g)~~ The board shall organize ~~its~~ **the board's** staff to provide for the functions of:



- (1) unit determination;
- (2) unfair labor practice processing;
- (3) conciliation and mediation;
- (4) factfinding; and
- (5) research.

[20-7.5-1-9(g)] Sec. 13. In connection with ~~any~~ conciliation and mediation or factfinding, **it the board** may:

- (1) use ~~either~~ full-time employees; or
- (2) appoint employees for specific cases from a panel ~~which it the~~ **board** establishes. ~~its~~

[20-7.5-1-9(g)] Sec. 14. **The board's** research division ~~shall must~~ be organized to provide:

- (1) statistical data on the resources of each school corporation;
- (2) the substance of any agreements reached by each school corporation; and
- (3) other relevant data.

Chapter 4. Rights and Responsibilities of School Employees and Employers

[20-7.5-1-6(a)] Sec. 1. ~~Sec. 6:~~ (a) School employees ~~shall have the right to may:~~

- (1) form, join, or assist **school** employee organizations; ~~to~~
- (2) participate in collective bargaining with school employers through representatives of their own choosing; and ~~to~~
- (3) engage in other activities, individually or in concert;

~~for the purpose of establishing, maintaining, or improving to establish, maintain, or improve~~ salaries, wages, hours, salary and wage related fringe benefits, and other matters ~~as defined set forth in sections 4 and 5 of this chapter: IC 20-29-6-4 and IC 20-29-6-7.~~

[20-7.5-1-6(a)] Sec. 2. **(a)** A school employee may not be required to join or financially support through the payment of:

- (1) fair share fees;
- (2) representation fees;
- (3) professional fees; or
- (4) other fees;

a school employee organization.

(b) A rule, regulation, or contract provision requiring financial support from a school employee to a school employee organization is void.

[20-7.5-1-6(b)] Sec. 3. ~~(b)~~ School employers ~~shall~~ have the responsibility and authority to manage and direct ~~in on~~ behalf of the public the operations and activities of the school corporation to the full extent authorized by law, ~~Such responsibility and activity shall include including~~ but not be limited to the right of the school employer to the following:

- (1) Direct the work of ~~its the school employer's~~ employees.
- (2) Establish policy through procedures established in ~~sections 4~~



and 5 of this chapter. IC 20-29-6-5 through IC 20-29-6-7.

(3) Hire, promote, demote, transfer, assign, and retain employees through procedures established in sections 4 and 5 of this chapter. IC 20-29-6-5 through IC 20-29-6-7.

(4) Suspend or discharge its employees in accordance with applicable law through procedures established in sections 4 and 5 of this chapter. IC 20-29-6-5 through IC 20-29-6-7.

(5) Maintain the efficiency of school operations.

(6) Relieve its employees from duties because of lack of work or other legitimate reason through procedures established in sections 4 and 5 of this chapter. and IC 20-29-6-5 through IC 20-29-6-7.

(7) Take actions necessary to carry out the mission of the public schools as provided by law.

Chapter 5. Units and Exclusive Representatives

[20-7.5-1-10(a)] Sec. 1. ~~Sec. 10:~~ (a) The exclusive representative shall serve for school employees within certain groups referred to in this chapter as units or bargaining units. ~~No~~ A bargaining unit ~~shall~~ **may not** contain both certificated and noncertificated employees. Subject to this limitation, the units for which an exclusive representative ~~shall serve shall be serves~~ are determined as follows: **in accordance with subsections (b) through (d).**

~~(1)~~ **(b)** The parties may agree on the appropriate unit. For this purpose, the parties ~~shall~~ consist of the school employer and a school employee organization representing **at least** twenty percent (20%) ~~or more~~ of the school employees in ~~any~~ a proposed unit.

~~(2)~~ **(c)** ~~If no such the parties do not reach an agreement on the appropriate unit, is reached, or if any a school employee in the proposed unit files a complaint to such about the unit with the board, the board shall determine the proper unit Such determination shall be made by the board after a hearing. and its The board's decision shall must be based on but shall not be limited to the following considerations:~~

~~(i)~~ **(1)** Efficient administration of school operations.

~~(ii)~~ **(2)** The existence of a community of interest among school employees.

~~(iii)~~ **(3)** The effects on the school corporation and school employees of fragmentation of units. ~~and~~

~~(iv)~~ **(4)** Recommendations of the parties involved.

(d) In making ~~such a~~ determination **under subsection (c), the board shall give notice shall be given** to all interested parties in accordance with the rules of the board. ~~but In giving notice under this subsection, the board need is not required to follow the provisions of IC 4-21.5.~~

[20-7.5-1-10(b)] Sec. 2. ~~(b)~~ **(a)** A school employer may recognize as the exclusive representative of ~~its the school employer's~~ employees within an appropriate unit ~~an a school employee organization which~~



1 **that presents to the employer evidence of its the school employee**
 2 **organization's** representation of a majority of the school employees
 3 within the unit, unless:

4 (1) ~~any other~~ **another school employee** organization representing
 5 twenty percent (20%) of the school employees within the unit
 6 files written objections to ~~such the~~ recognition; or

7 (2) ~~any a~~ school employee files a complaint to the composition of
 8 the unit with the school employer or the board within the notice
 9 period set ~~out below~~ **forth in this section.**

10 **(b)** Before recognizing ~~such~~ an exclusive representative under ~~the~~
 11 ~~circumstances of this subsection; section,~~ the school employer shall
 12 post a written public notice of ~~its the school employer's~~ intention to
 13 recognize the **school employee** organization as exclusive
 14 representative of the school employees within the unit. ~~Such The~~ notice
 15 ~~shall must~~ be posted, for thirty (30) calendar days immediately
 16 preceding recognition, in each of the buildings where the school
 17 employees in any unit principally work.

18 [20-7.5-1-10(c)] Sec. 3. ~~(c) Where~~ **(a)** If an exclusive school
 19 employee organization is not determined ~~as provided in subsection (b);~~
 20 **under section 2 of this chapter,** the determination of whether ~~any a~~
 21 school employee organization shall be the exclusive representative
 22 shall be determined ~~in accordance with~~ **under the following provisions:**
 23 **this section.**

24 ~~(1) A petition may be filed by~~ **(b)** A school employee organization
 25 **may file a petition** asserting that:

26 (1) twenty percent (20%) of the employees in an appropriate unit
 27 ~~(i) wish to be represented for collective bargaining by it the~~
 28 **school employee organization** as exclusive representative; or
 29 ~~(ii) asserting that~~

30 (2) the designated exclusive representative is no longer the
 31 representative of the majority of school employees in the unit.

32 ~~(2) A petition may be filed by~~ **(c)** The school employer **may file a**
 33 **petition** asserting that:

34 ~~(i) (1)~~ (1) that one (1) or more school employee organizations have
 35 presented to ~~it the school employer~~ a claim to be recognized as
 36 the exclusive representative in an appropriate unit; or

37 ~~(ii) (2)~~ (2) that the school employer has good faith doubt that the
 38 **previously** certified school employee organization represents a
 39 majority of employees in the bargaining unit.

40 ~~(3) A petition may be filed by~~ **(d)** Twenty percent (20%) of the
 41 school employees in ~~any a~~ unit **may file a petition** asserting that the
 42 designated exclusive representative is no longer the representative of
 43 the majority of school employees in the unit.

44 ~~(4) (e)~~ **(e)** The board shall investigate ~~such a~~ petition **filed under**
 45 **subsection (b), (c), or (d).** ~~and If it the board~~ has reasonable cause to
 46 believe **that** a question exists as to whether the designated exclusive



representative or any school employee organization represents a majority of the school employees in a unit, ~~it the board~~ shall provide for an appropriate hearing within thirty (30) days. **[QUERY: This language is ambiguous. Does it mean the board shall "hold" a hearing within 30 days? Also, 30 days after what?]** In ~~such~~ holding a hearing, the board ~~need is not required to comply with follow the requirements of IC 4-21.5.~~

(f) If the board finds, based ~~upon on~~ the record of ~~such a~~ hearing held under subsection (e), that ~~such~~ a question of representation exists, ~~it the board~~ shall direct an election by secret ballot in a unit ~~it the board~~ determines to be appropriate.

(g) Certification as the exclusive representative ~~shall then may~~ be granted only to a school employee organization that has been selected **as the employees' representative for a unit**, in a secret ballot election under subsection (f), by a majority of all the employees in an appropriate unit. ~~as their representative.~~ **[QUERY: Interpretation of language correct?]**

~~No~~ (h) An election ~~shall described in subsection (f) may not be~~ held in ~~any a~~ bargaining unit if a valid election has been held in the preceding twenty-four (24) month period.

[20-7.5-1-10(d)] Sec. 4. ~~(d)~~ In any election under this chapter, the board shall:

(1) determine who is eligible to vote in the election; and ~~shall~~

(2) establish rules governing the election.

[20-7.5-1-10(d)] Sec. 5. The ballot ~~shall in an election under this chapter must contain in addition to the following:~~

(1) The name of the petitioning school employee organization.

(2) The names of any other school employee organization showing written evidence satisfactory to the board of at least twenty percent (20%) representation of the school employees within the unit. ~~and~~

(3) A provision for choosing "No representation by a school employee organization."

[20-7.5-1-8] Sec. 6. ~~Sec. 8:~~ (a) The school employer shall, on receipt of the written authorization of a school employee:

(1) deduct from the pay of ~~such the~~ employee any dues designated or certified by the appropriate officer of a school employee organization ~~which that~~ is an exclusive representative of any employees of the school employer; and ~~shall~~

(2) remit ~~such the~~ dues described in subdivision (1) to ~~such the~~ school employee organization. ~~however, such~~

(b) Deductions ~~shall under this section must~~ be consistent with: the provisions of

(1) IC 22-2-6; ~~and~~

(2) IC 22-2-7; and

(3) ~~IC 20-6.1-5-11:~~ IC 20-28-9-17.



Chapter 6. Collective Bargaining

[20-7.5-1-3] Sec. 1. ~~Sec. 3. Duty to Bargain Collectively and Discuss. On and after January 1, 1974, (a)~~ School employers and school employees shall:

- (1) have the obligation and the right to bargain collectively the items set forth in section 4 **of this chapter**;
- (2) **have** the right and obligation to discuss any item set forth in section **5 1 of this chapter**; and ~~shall~~
- (3) enter into a contract embodying any of the matters on which they have bargained collectively. ~~No~~

[20-7.5-1-3] Sec. 2. A contract **entered into under this chapter** may **not** include provisions ~~in that~~ conflict with:

- (a) (1) any right or benefit established by federal or state law;
- (b) (2) school employee rights ~~as defined set forth in section 6(a) of this chapter, IC 20-29-4-1 and IC 20-29-4-2~~; or
- (c) (3) school employer rights ~~as defined set forth in section 6(b) of this chapter, IC 20-29-4-3~~.

[20-7.5-1-3] Sec. 3. (a) ~~It shall be~~ **is** unlawful for a school employer to enter into any agreement that would place ~~such the~~ employer in a position of deficit financing. ~~as defined in this chapter, and any~~

(b) A contract ~~which that~~ provides for deficit financing ~~shall be~~ **is** void to that extent, and ~~any an~~ individual teacher's contract executed ~~in accordance with such under the contract shall be~~ **is** void to ~~such that~~ extent.

[20-7.5-1-4] Sec. 4. ~~Subjects of Bargaining.~~ (a) A school employer shall bargain collectively with the exclusive representative on the following:

- (1) Salary.
- (2) Wages.
- (3) Hours. ~~and~~
- (4) Salary and wage related fringe benefits, including accident, sickness, health, dental, or other benefits under ~~IC 20-5-2-2~~ **IC 20-26-5-2** that ~~are were~~ subjects of bargaining on July 1, 2001.

[20-7.5-1-4] Sec. 5. A contract **entered into under this chapter** may ~~also~~ contain a grievance procedure culminating in final and binding arbitration of unresolved grievances. ~~but such~~ **However, the** binding arbitration ~~shall have~~ **has** no power to amend, add to, subtract from, or supplement provisions of the contract.

[20-7.5-1-2(n) part] Sec. 6. **The obligation to bargain collectively does not include the final approval of a contract concerning any items. Agreements reached through collective bargaining are binding as a contract only if ratified by the governing body of the school corporation and the exclusive representative. The obligation to bargain collectively does not require the school employer or the exclusive representative to agree to a proposal of the other or to**



1 **make a concession to the other.**

2 [20-7.5-1-5] Sec. 7. ~~Sec. 5:~~ (a) A school employer shall discuss with
3 the exclusive representative of certificated employees ~~and the items~~
4 **listed in subsection (b).**

5 **(b) A school employer may but ~~shall~~ is not be required to bargain**
6 **collectively, negotiate, or enter into a written contract concerning, ~~or~~**
7 **be subject to, or enter into impasse procedures on the following**
8 **matters:**

9 (1) Working conditions, other than those provided in ~~section 4 of~~
10 **this chapter. IC 20-29-6-5.**

11 (2) Curriculum development and revision.

12 (3) Textbook selection.

13 (4) Teaching methods.

14 (5) Hiring, promotion, demotion, transfer, assignment, and
15 retention of certificated employees, and changes to any of the
16 requirements set forth in ~~IC 20-6-1-4. IC 20-28-6.~~

17 (6) Student discipline.

18 (7) Expulsion or supervision of students.

19 (8) Pupil/teacher ratio.

20 (9) Class size or budget appropriations. ~~However, any~~

21 **(c) Items included in the 1972-1973 agreements between any an**
22 **employer school corporation and the school employee organization**
23 **~~shall~~ continue to be bargainable.**

24 [20-7.5-1-2(o)] Sec. 8. **The obligation to discuss does not require**
25 **either party to enter into a contract, agree to a proposal, or make**
26 **a concession. A failure to reach an agreement on a matter of**
27 **discussion does not require the use of any part of the impasse**
28 **procedure under IC 20-29-8.**

29 [20-7.5-1-2(o)] Sec. 9. **The obligation to bargain collectively or**
30 **discuss a matter does not prevent:**

31 **(1) a school employee from petitioning the school employer,**
32 **governing body, or superintendent for a redress of the**
33 **employee's grievances, either individually or through the**
34 **exclusive representative; or**

35 **(2) the school employer or superintendent from conferring**
36 **with a citizen, taxpayer, student, school employee, or other**
37 **person considering the operation of the schools and the school**
38 **corporation.**

39 [20-7.5-1-5(b)] Sec. 10. ~~(b)~~ Nothing shall prevent a superintendent
40 or ~~his~~ **the superintendent's** designee from making recommendations
41 to the school employer.

42 [20-7.5-1-5(c)] Sec. 11. ~~(c)~~ This chapter may not be construed to
43 limit the rights of the school employer and the exclusive representative
44 to mutually agree to the matters authorized under ~~IC 20-6-1-4-14.5.~~
45 **IC 20-28-7-13.**

46 [20-7.5-1-12(a)] Sec. 12. ~~Time Table for Coordination of~~



~~Bargaining with the School Corporation Budget Requirements:~~ (a) ~~Bargaining collectively~~ **Collective bargaining** between a school corporation and the exclusive representative shall begin ~~on or before~~ **not later than** one hundred eighty (180) days ~~prior to before~~ the submission **date** of a budget by a school employer. ~~(herein referred to as the "submission date")~~ which, for the purpose of this chapter, shall be the first date for the legal notice and publication for such budget as provided in IC 6-1.1-17-3.

[20-7.5-1-12(b)] Sec. 13. ~~(b)~~ At any time after ~~such~~ **the** one hundred eighty (180) days **described in section 12 of this chapter** has begun, the board shall appoint a mediator if either party declares an impasse either:

(1) in the scope of the items ~~which that~~ are to be bargained collectively; or

(2) on the substance of any item to be bargained collectively.

If after five (5) days the mediator is unsuccessful in finding a solution to the problems or in causing the parties to reach agreement, either party may request the board to initiate factfinding on the items ~~which~~ **that** the parties are obligated to bargain collectively.

[20-7.5-1-12(c)] Sec. 14. ~~(c)~~ If ~~no~~ **an** agreement has **not** been reached on the items to be bargained collectively seventy-five (75) days ~~prior to before~~ the submission date **of a budget by a school employer**, the board shall initiate mediation.

[20-7.5-1-12(d)] Sec. 15. ~~(d)~~ If ~~no~~ **an** agreement has **not** been reached on the items to be bargained collectively forty-five (45) days ~~prior to before~~ the submission date **of a budget by a school employer**, the board shall initiate factfinding.

[20-7.5-1-12(e)] Sec. 16. ~~(e)~~ (a) If ~~no~~ **an** agreement has **not** been reached on the items to be bargained collectively fourteen (14) days ~~prior to before~~ the submission date **of a budget by a school employer**, the parties shall continue the status quo, and the **school** employer may issue tentative individual contracts and prepare its budget ~~based thereon~~ **on that basis**. During this status quo period, in order to ~~permit~~ **allow** the successful resolution of the dispute, the **school** employer may not unilaterally change the terms or conditions of employment that are issues in dispute. ~~Nothing in~~

(b) ~~This subsection however, shall~~ **section may not** be construed as relieving the school employer or the school employee organization from the duty to bargain collectively until a mutual agreement has been reached and a contract entered as called for in ~~section 3 of this chapter~~. **IC 20-29-6.**

[20-7.5-1-12(f)] Sec.17. ~~(f) Nothing shall prevent:~~ **At any time after the one hundred eighty (180) days described in section 11 of this chapter has begun:**

(1) either party ~~from requesting~~ **may request** mediation or factfinding at any time after ~~such~~ **one hundred eighty (180) days**



on items; ~~which must be bargained collectively under section 4 of this chapter, or prevent~~

(2) the parties ~~acting may act~~ together to request mediation or factfinding on any items;

~~which that must be bargained collectively under section 4 of this chapter. IC 20-29-6-5.~~

Chapter 7. Unfair Practices

[20-7.5-1-7] ~~Sec. 7. Unfair Practices.~~

[20-7.5-1-7(a)] Sec. 1. ~~(a)~~ It ~~shall be~~ **is** an unfair practice for a school employer to **do any of the following:**

(1) Interfere with, restrain, or coerce school employees in the exercise of the rights guaranteed in ~~section 6 of this chapter. IC 20-29-4.~~

(2) ~~dominate, interfere or assist in the formation or administration of~~ For any school employee organization: ~~or~~

(A) dominate, interfere, or assist in the formation or administration of the organization; or

(B) contribute financial or other support to it provided, that the organization.

Subject to rules ~~and regulations made adopted~~ by the governing body, a school employer may permit school employees to confer with the school employer or with any school employee organization during working hours without loss of time or pay.

(3) Encourage or discourage membership in any school employee organization through discrimination in regard to:

(A) hiring; or

(B) tenure of employment; or

(C) any term or condition of employment.

(4) Discharge or otherwise discriminate against a school employee because ~~he~~ **the employee** has filed a complaint, affidavit, petition, or ~~given~~ any information or testimony under this ~~chapter. article.~~

(5) Refuse to:

(A) bargain collectively; or

(B) discuss;

with an exclusive representative as required by ~~any provisions of this chapter. article.~~

(6) Fail or refuse to comply with any provision of this ~~chapter. article.~~

[20-7.5-1-7(b)] Sec. 2. ~~(b)~~ It ~~shall be~~ **is** an unfair practice for a school employee organization or ~~its~~ **the organization's** agents to **do any of the following:**

(1) Interfere with, restrain, or coerce:

~~(a)~~ **(A)** school employees in the exercise of the rights guaranteed by this ~~chapter, article;~~ or

~~(b)~~ **(B)** a school employer in the selection of its representatives



1 for the purpose of bargaining collectively, discussing, or
2 adjusting grievances.

3 This ~~paragraph shall~~ **subdivision does** not impair the right of a
4 school employee organization to ~~prescribe~~ **adopt** its own rules
5 with respect to the acquisition or retention of membership ~~therein~~.
6 **in the school employee organization.**

7 (2) Cause or attempt to cause a school employer to discriminate
8 against an employee in violation of ~~subsection (a):~~ **section 1 of**
9 **this chapter.**

10 (3) Refuse to bargain collectively with a school employer if
11 **whenever** the school employee organization is the exclusive
12 representative.

13 (4) Fail or refuse to comply with any provision of this ~~chapter:~~
14 **article.**

15 [20-7.5-1-7(c)] Sec. 3. ~~(c) Nothing herein shall~~ **This chapter does**
16 **not** in any way restrict the right of ~~either a:~~

17 (1) ~~the~~ school employer; or

18 (2) ~~the~~ school employee organization;

19 to bring suit for specific performance ~~and/or or~~ breach of performance,
20 **or both**, of a collective bargaining contract in any court having
21 jurisdiction. ~~thereof.~~

22 [20-7.5-1-11] Sec. 4. ~~Sec. 11: (a) Unfair practices shall be~~ **are**
23 **remediable in the manner provided in under** this section.

24 ~~Any (b) A~~ school employer or ~~any a~~ school employee who believes
25 ~~he the employer or employee~~ is aggrieved by an unfair practice may
26 file a complaint under oath: ~~to such effect;~~

27 (1) setting out a summary of the facts involved; and

28 (2) specifying the section **or sections** of this ~~chapter~~ **article**
29 alleged to have been violated.

30 ~~(b) Thereafter;~~ (c) The board shall:

31 (1) give notice to the person or **school employee** organization
32 against whom the complaint is directed; and ~~shall~~

33 (2) determine the matter raised in the complaint. ~~and~~

34 (d) Appeals may be taken ~~in accordance with~~ **under** IC 4-21.5-3.

35 (c) ~~Testimony may be taken and findings and conclusions may be~~
36 **made by (e) A** hearing examiner or agent of the board, who may be a
37 member ~~thereof:~~ **of the board, may:**

38 (1) **take testimony; and**

39 (2) **make factfindings and conclusions.**

40 ~~(d) (f)~~ The board, but not a hearing examiner or agent ~~thereof of the~~
41 **board**, may enter ~~such the~~ interlocutory orders, after summary hearing,
42 **as it deems the board considers** necessary in carrying out the intent of
43 this chapter.

44 **Chapter 8. Impasse Procedures**

45 [20-7.5-1-13] Sec. 1. ~~Sec. 13: (a) The purpose~~ **purposes** of
46 mediation of disputes between school employers and exclusive



representatives ~~is~~ **are the following:**

(1) To delineate the problems involved in bargaining collectively.
~~finding~~

(2) **To find** solutions ~~which that~~ can reasonably be accepted by both parties. ~~and~~

(3) To determine common grounds, if any. ~~Accordingly,~~
[20-7.5-1-13] Sec. 2. The board shall establish and hire **a:**

(1) ~~a~~ permanent staff of mediators; and

(2) ~~a~~ panel of part-time mediators.

[20-7.5-1-13(a)] Sec. 3. When a mediator is requested or required under ~~section 12 of this chapter, IC 20-29-7-12~~, the board shall appoint a mediator from ~~such the~~ staff or panel **established under section 2 of this chapter.**

[20-7.5-1-13(a)] Sec. 4. ~~It is the intent of this chapter that~~ The mediation process ~~shall be~~ **is** confidential in nature. The mediator ~~shall~~ **is** not ~~be~~ subject to the subpoena power of courts or other administrative agencies of the state regarding the subjects discussed as a part of the mediation process.

[20-7.5-1-13(b)] Sec. 5. ~~(b)~~ The purpose of factfinding is to give a neutral advisory opinion ~~where~~ **whenever** the parties are unable by themselves, or through a mediator, to resolve a dispute.

[20-7.5-1-13(b) part, (e)] Sec. 6. **(a)** The board shall establish and hire **a:**

(1) ~~a~~ permanent staff of factfinders; and

(2) ~~a~~ panel of part-time factfinders. ~~Such~~

(b) The persons **described in subsection (a)** may also be mediators.

[20-7.5-1-13] Sec. 7. **(a)** When a factfinder is requested or required under ~~section 12 of this chapter, IC 20-29-7-12~~, the board shall appoint a factfinder from ~~such the~~ staff or panel **established under section 6 of this chapter.**

(b) The factfinder shall make ~~such an~~ investigation and hold ~~such~~ hearings as ~~he deems~~ **the factfinder considers** necessary in connection with ~~any a~~ dispute.

(c) The factfinder may restrict ~~his the~~ **the factfinder's** findings to those issues ~~which he that the~~ **factfinder** determines significant.

(d) The factfinder may use evidence furnished ~~him to the~~ **factfinder** by:

(1) the parties; ~~by~~

(2) the board; ~~its~~

(3) ~~the board's~~ staff; or

(4) any other state agency.

(e) The factfinder shall make a recommendation as to the settlement of the disputes over which ~~he the~~ **factfinder** has jurisdiction.

~~(e)~~ **(f)** The factfinder shall:

(1) **make the** investigation, hearing, and findings ~~of the~~ **factfinder** ~~shall be made~~ as expeditiously as the circumstances



1 permit; and ~~shall be delivered~~

2 **(2) deliver the findings** to the parties and to the board.

3 **(g)** The board, after receiving ~~such the~~ findings and
4 recommendations **under subsection (f)**, may make additional findings
5 and recommendations to the parties based ~~upon on~~ information in:

6 **(1)** ~~in~~ the report; or

7 **(2)** ~~in its the board's~~ own possession.

8 **(h)** At any time within five (5) days after ~~such the~~ findings and
9 recommendations ~~have been are~~ delivered to the board, **it the board**
10 may ~~and within ten (10) days, it shall,~~ make the findings and
11 recommendations of the factfinder and ~~its the board's~~ own additional
12 findings and recommendations, if any, available to the public through
13 news media and ~~such~~ other means ~~as it deems the board considers~~
14 effective.

15 **(i) The board shall make the findings and recommendations**
16 **described in subsection (h) available to the public not later than ten**
17 **(10) days after the findings and recommendations are delivered to**
18 **the board.**

19 [20-7.5-1-13] Sec. 8. In conducting ~~such~~ hearings and
20 investigations, ~~he shall the factfinder is not be~~ bound by IC 4-21.5. ~~he~~
21 **The factfinder** shall, however, ~~take into consideration~~ **consider** the
22 following factors:

23 **(1)** Past memoranda of agreements and contracts between the
24 parties.

25 **(2)** Comparisons of wages and hours of the employees involved
26 with wages of other employees working for other public agencies
27 and private concerns doing comparable work, giving
28 consideration to factors peculiar to the school corporation.

29 **(3)** The public interest.

30 **(4)** The financial impact ~~upon on~~ the school corporation and
31 whether any settlement will cause ~~such the~~ school corporation to
32 engage in deficit financing.

33 [20-7.5-1-13(c)] Sec. 9. ~~(c)~~ The school employer and the exclusive
34 representative may also at any time submit any issue in dispute to final
35 and binding arbitration to an arbitrator appointed by the board. The
36 award in ~~any such the~~ arbitration ~~shall constitute~~ **constitutes** the final
37 contract between the parties ~~with respect to such for the~~ issue.

38 [20-7.5-1-13(d)] Sec. 10. ~~(d) No~~ A person who has served as a
39 mediator in a dispute between a school employer and an exclusive
40 representative ~~except by their mutual consent, shall may not~~ serve as
41 a factfinder or ~~an~~ arbitrator in a dispute arising in the same school
42 corporation within a period of five (5) years ~~except by the mutual~~
43 **consent of the parties. Nothing, however, shall prevent an arbitrator**
44 **or factfinder, if asked by the parties, to attempt to mediate a dispute.**

45 [20-7.5-1-13(d)] Sec. 11. Mediators and factfinders ~~shall may not~~
46 be employed on a ~~full full-time~~ or part-time basis by: ~~any~~



(1) a public school employer ~~which~~ **that** is a school corporation;
or ~~by~~

(2) an organization of:

(A) public employees; or

(B) **public** employers; or

(3) ~~their~~ affiliates of an organization described in subdivision
(2)(A) or (2)(B).

[20-7.5-1-13 (d) part] Sec. 12. **The board shall pay the following:**

(1) The compensation and expenses of any mediator ~~and~~ or
factfinder; ~~shall be borne by the board.~~

(2) The cost of an arbitrator, ~~shall be paid by the board~~
which shall be reimbursed equally by the two (2) parties
under procedures for collection and payment established by
the board.

[20-7.5-1-13(e)] Sec. 13. ~~(e)~~ (a) The investigation, hearing, and
findings of the factfinder ~~shall~~ **must** be:

(1) made as expeditiously as the circumstances ~~permit~~ **allow**; and
~~shall be~~

(2) delivered to the parties and to the board.

(b) The board, after receiving ~~such~~ **the** findings and
recommendations **under subsection (a)**, may make additional findings
and recommendations to the parties based upon information in the
report or in ~~its own~~ **the board's** possession.

(c) **The board:**

(1) **may**, at any time within five (5) days; ~~after such findings and~~
~~recommendations have been delivered to the board it may~~; and

(2) **shall**, within ten (10) days; ~~it shall~~;

after receiving the findings and recommendations delivered under
subsection (a), make the findings and recommendations of the
factfinder ~~and its own~~ **and the board's** additional findings and
recommendations, if any, available to the public through **the** news
media and ~~such~~ **any** other means. ~~as it deems effective.~~

[20-7.5-1-13(f)] Sec. 14. ~~(f)~~ If a school employer issues tentative
individual contracts, the board shall ~~continue to have the responsibility~~
~~to~~ provide for further mediation and factfinding until ~~such time as~~ an
agreement ~~has been~~ **is** reached.

Chapter 9. Strikes

[20-7.5-1-14(a)] Sec. 1. ~~Sec. 14. Strikes.~~ (a) It ~~shall be~~ **is** unlawful
for: ~~any~~

(1) a school employee;

(2) a school employee organization; or ~~any~~

(3) **an** affiliate, including ~~but not limited to~~ state or national
affiliates, ~~thereof~~, **of a school employee organization**;

to take part in or assist in a strike against a school employer or school
corporation.

[20-7.5-1-14(b)] Sec. 2. ~~(b)~~ **Any** A school corporation or school



1 employer may in:

2 (1) an action at law;

3 (2) a suit in equity; or ~~other~~

4 (3) ~~another~~ proper proceeding;

5 take action against ~~any~~ a school employee organization, ~~any~~ an affiliate

6 ~~thereof~~, of a school employee organization, or any person aiding or

7 abetting in a strike for redress of ~~such~~ the unlawful act.

8 [20-7.5-1-14(c)] Sec. 3. ~~(c) Where any~~ If an exclusive

9 representative:

10 (1) engages in; a strike or

11 (2) aids or abets ~~therein~~; it in;

12 a strike, the exclusive representative shall lose its the exclusive

13 representative's dues deduction privilege for a period of one (1) year.

14 [20-7.5-1-14(d)] Sec. 4. ~~(d) No~~ A regulation, rule, or law with

15 respect to concerning the minimum length of a school year shall be

16 applicable may not:

17 (1) apply; or shall

18 (2) require makeup days;

19 in any situation where if schools in a school corporation are closed as

20 a result of a school employee strike.

21 [20-7.5-1-14] Sec. 5. A school corporation shall not pay ~~any~~ a

22 school employee for any day when the school employee fails, as a

23 result of a strike, to report for work as required by the school year

24 calendar.

